

<i>SERFF Tracking Number:</i>	<i>JACK-125936261</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Jackson National Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>41152</i>
<i>Company Tracking Number:</i>	<i>7595 ET AL</i>		
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non- Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement</i>		
<i>Project Name/Number:</i>	<i>Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement/7595 ET AL</i>		

Filing at a Glance

Company: Jackson National Life Insurance Company

Product Name: Highest Quarterly Anniversary SERFF Tr Num: JACK-125936261 State: ArkansasLH

Value Guaranteed Minimum Death Benefit

Endorsement

TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed

State Tr Num: 41152

Variable and Variable

Sub-TOI: A02.11.002 Flexible Premium

Co Tr Num: 7595 ET AL

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Linda Bird

Authors: Julie Hughes, Lynda
Neese, Lynne Gerding, Sarah
Hernandez

Disposition Date: 12/23/2008

Date Submitted: 12/17/2008

Disposition Status: Approved

Implementation Date Requested: 02/02/2009

Implementation Date:

State Filing Description:

General Information

Project Name: Highest Quarterly Anniversary Value Guaranteed
Minimum Death Benefit Endorsement

Status of Filing in Domicile: Not Filed

Project Number: 7595 ET AL

Date Approved in Domicile: 12/16/2008

Requested Filing Mode: Review & Approval

Domicile Status Comments: The form is exempt
from filing with Michigan, our State of domicile,
by Order No. 97-010-M, which was issued and
entered January 29, 1997, effective February 1,
1997.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 12/23/2008

State Status Changed: 12/23/2008

Deemer Date:

Corresponding Filing Tracking Number: 7595 ET AL

SERFF Tracking Number: JACK-125936261 State: Arkansas
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Filing Description:

Submitted for your review and approval are the above-referenced endorsements.

These endorsements are very similar in nature to the following previously approved endorsements:

Form Description -----	New Form Number -----	Similar Form Number -----	Similar Form Approval Date
-Highest Quarterly Anniversary Value GMDB --	7595 -----	7580 -----	August 28, 2008
-5% Roll-Up GMDB -----	7596 -----	7581 -----	August 28, 2008
-Combination 5% Roll-Up & Highest Quarterly Anniversary Value GMDB --	7597 -----	7582 -----	August 28, 2008
-6% Roll-Up GMDB -----	7598 -----	7583 -----	August 28, 2008
-Combination 6% Roll-Up & Highest Quarterly Anniversary Value GMDB --	7599 -----	7584 -----	August 28, 2008
-For Life GMWB With Bonus, GWB Adjustment & Annual Step-Up Endorsement -----	7602 -----	7589 -----	July 14, 2008

For the GMDB endorsements the main change to the previously approved endorsements is the addition of a provision to guarantee that the death benefit will continue past the Latest Income Date, which is the owner's attained age 95. Upon the death of the owner after the income date, the benefit is equal to the excess, if any, of the GMDB Benefit Base over the Contract Value of as of the Latest Income Date.

For the GMWB endorsement the main change to the previously approved endorsement is the addition of income options which are available on the Latest Income Date, if the owner is the annuitant, and under these income options provide an additional death benefit upon the death of the annuitant/owner equal to the GMWB death benefit as of the Latest Income Date.

To aid in your review, redlined copies against the similar approved forms are provided for your reference.

Endorsement 7595 offers its owner the opportunity to receive a potentially higher death benefit based on the greatest of:

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(1) the current contract value (less any charges due under any optional endorsements to the contract); (2) premiums paid into the contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments to such withdrawals) in proportion to the reduction in the contract value at the time of the withdrawal; (3) the GMDB Benefit Base. The GMDB Benefit Base is equal to the greatest of the adjusted quarterly contract values from the effective date and every subsequent contract quarterly anniversary prior to the owner's 81st birthday.

Endorsements 7596 and 7598 offers its owner opportunity to receive a potentially higher death benefit based on the greatest of: (1) the current contract value (less any charges due under any optional endorsements to the contract); (2) premiums paid into the contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments to such withdrawals) in proportion to the reduction in the contract value at the time of the withdrawal; (3) the GMDB Benefit Base.

The GMDB Benefit Base is compounded at an annual interest rate of 5% on 7596 or 6% on 7598 (4% on 7596 or 5% on 7598 if the owner or oldest joint owner was age 70 or older on the effective date) from the step-up date until the contract anniversary immediately preceding the owner's (or oldest joint owner's) 81st birthday and is equal to (1) the step-up value on the most recent step-up date, (2) plus any premium paid (net of any applicable premium taxes) subsequent to the determination of the step-up value, (3) less any withdrawal adjustments for withdrawals taken subsequent to the determination of the step-up value.

Endorsements 7597 and 7599 offers its owner opportunity to receive a potentially higher death benefit based on the greatest of: (1) the current contract value (less any charges due under any optional endorsements to the contract); (2) premiums paid into the contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments to such withdrawals) in proportion to the reduction in the contract value at the time of the withdrawal; (3) the GMDB Benefit Base.

The GMDB Benefit Base is equal to the greatest of either the roll-up component, which is equal to (1) the step-up value on the most recent step-up date, (2) plus any premium paid (net of any applicable premium taxes) subsequent to the determination of the step-up value, (3) less any withdrawal adjustments for withdrawals taken subsequent to the determination of the step-up value, compounded at an annual interest rate of 5% on 7597 or 6% on 7599 (4% on 7597 or 5% on 7599 if the owner or oldest joint owner was age 70 or older on the effective date) from the step-up date until

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the contract anniversary immediately preceding the owner's (or oldest joint owner's) 81st birthday; or the highest quarterly anniversary value component, which is equal to the greatest of the adjusted quarterly contract values from the effective date and every subsequent contract quarterly anniversary prior to the owner's 81st birthday. Each adjusted quarterly contract value is equal to (1) the contract value on the effective date or contract quarterly anniversary; (2) adjusted for any withdrawals subsequent to that date (including any applicable charges and adjustments for such withdrawals), (3) plus any premium paid (net of any applicable premium taxes) subsequent to that date.

The endorsements are strictly optional, and there is an additional charge to the contract value for the benefit provided. Upon the Latest Income Date, a prorated GMDB Charge will be assessed for the period since the last quarterly charge. No GMDB Charge will be assessed after the Latest Income Date. The endorsements may be added to new issues only. The issue ages are 0 - 79.

Endorsement 7602 allows the owner to make periodic partial withdrawals, prior to the income date: 1) the lifetime of the owner, or, with joint owners, the lifetime of the joint owner who dies first if the For Life Guarantee is in effect or 2) if the For Life Guarantee is not in effect until the earlier of the death of the owner (or any joint owner) or until the Guaranteed Withdrawal Balance (GWB) is depleted, regardless of the performance of the Investment Divisions or level of the contract value. The guarantee is fully effective if periodic partial withdrawals taken within any one contract year do not exceed the greater of the Guaranteed Annual Withdrawal Amount (GAWA) or the Required Minimum Distribution (RMD). The annual withdrawals under the GMWB are non-cumulative. The GWB will automatically "step up" to the highest quarterly contract value (if greater than the GWB) on each contract anniversary following the effective date of the endorsement.

Upon death of the owner while the contract value is greater than zero, the amount payable to the beneficiary is equal to the greater of the death benefit payable under the provisions of the base contract or any optional GMDB or the GMWB death benefit.

The endorsement is strictly optional, and there is an additional charge to the contract value for the benefit provided. The endorsement may be added to previously issued contracts, as well as new issues. The issue ages for endorsement 7602 are 45 - 75.

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These are new forms and will not replace any forms currently in use. These endorsements are designed for use with any individual variable annuity that has been previously approved by your Department and any individual variable annuity form that Jackson National Life Insurance Company may develop and file with your Department for approval in the future.

A readability certification has not been included with this submission as the endorsements are regulated as a security by the Securities and Exchange Commission and are not subject to readability requirements.

The forms will be issued by Jackson National Life Insurance Company and the variable annuity contract to which it will be attached is marketed to the general public by appropriately licensed registered representatives through broker/dealers and financial institutions.

The forms are exempt from filing with Michigan, our State of domicile, by Order No. 97 010 M, which was issued and entered January 29, 1997, effective February 1, 1997. To the best of our knowledge and belief their provisions comply with applicable laws and regulations of your jurisdiction. With regard to Regulation 19, Jackson National Life hereby certifies that we do NOT discriminate based on sex in the sale of insurance.

Variables within the forms have been bracketed and generally consist of names, dates and numbers. The forms, when issued, may vary in format, paper size, border and Company logo. We will correct any minor typographical error that may be identified after filing. The forms may also be used as a single-sided form. Additionally, a small square bar code may be placed in the far bottom left-hand corner.

If produced electronically, the forms may vary somewhat in format, such as the two-sided page format being printed as one-sided pages. However, the content of each form will remain exactly as submitted.

Attached are all applicable actuarial documentation, any applicable certification forms and filing fees.

I look forward to your favorable review. If I can be of any assistance to you, or if additional information is required, please contact me by telephone at 800/317-7989, by facsimile at 517/706-5522, or by email at pd&sf@jnli.com.

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Company and Contact

Filing Contact Information

Sarah Hernandez, Analyst pd&sf@jnli.com
1 Corporate Way (800) 317-7989 [Phone]
Lansing, MI 48951 (517) 706-5522[FAX]

Filing Company Information

Jackson National Life Insurance Company CoCode: 65056 State of Domicile: Michigan
1 Corporate Way Group Code: 918 Company Type:
Lansing, MI 48915 Group Name: State ID Number:
(800) 317-7989 ext. [Phone] FEIN Number: 38-1659835

Filing Fees

Fee Required? Yes
Fee Amount: \$120.00
Retaliatory? No
Fee Explanation: \$20.00 per form - 6 forms
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Jackson National Life Insurance Company	\$120.00	12/17/2008	24595510

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	12/23/2008	12/23/2008

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Disposition

Disposition Date: 12/23/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Redline Comparisons to Previously Approved Forms		Yes
Form	Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement		Yes
Form	5% Roll-Up Guaranteed Minimum Death Benefit Endorsement		Yes
Form	Combination 5% Roll-Up and Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement		Yes
Form	6% Roll-Up Guaranteed Minimum Death Benefit Endorsement		Yes
Form	Combination 6% Roll-Up and Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement		Yes
Form	For Life Guaranteed Minimum Withdrawal Benefit With Bonus, Guaranteed Withdrawal Balance Adjustment and Annual Step-Up Endorsement		Yes

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Project Name/Number: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement/7595 ET AL

Form Schedule

Lead Form Number: 7595

Review Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	7595	Policy/Cont Highest Quarterly ract/Fratern Anniversary Value al Guaranteed Certificate: Minimum Death Amendmen Benefit Endorsement t, Insert Page, Endorseme nt or Rider	Initial		0	7595 endorsement form 12-16- 08.pdf
	7596	Policy/Cont 5% Roll-Up ract/Fratern Guaranteed al Minimum Death Certificate: Benefit Endorsement Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	7596 endorsement form 12-16- 08.pdf
	7597	Policy/Cont Combination 5% ract/Fratern Roll-Up and Highest al Quarterly Certificate: Anniversary Value Amendmen Guaranteed t, Insert Minimum Death Page, Benefit Endorsement Endorseme nt or Rider	Initial		0	7597 endorsement form 12-16- 08.pdf
	7598	Policy/Cont 6% Roll-Up ract/Fratern Guaranteed al Minimum Death Certificate: Benefit Endorsement	Initial		0	7598 endorsement form 12-16- 08.pdf

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Amendmen

t, Insert

Page,

Endorseme

nt or Rider

7599	Policy/Cont Combination 6% Initial ract/Fratern Roll-Up and Highest al Quarterly Certificate: Anniversary Value Amendmen Guaranteed t, Insert Minimum Death Page, Benefit Endorsement Endorseme nt or Rider	0	7599 endorsement form 12-16- 08.pdf
7602	Policy/Cont For Life Guaranteed Initial ract/Fratern Minimum Withdrawal al Benefit With Bonus, Certificate: Guaranteed Amendmen Withdrawal Balance t, Insert Adjustment and Page, Annual Step-Up Endorseme Endorsement nt or Rider	0	7602 endorsement form 12-16- 08.pdf

**HIGHEST QUARTERLY ANNIVERSARY VALUE GUARANTEED
MINIMUM DEATH BENEFIT ENDORSEMENT**

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date, unless another Effective Date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control. The benefits described in this endorsement will cease upon termination of the Contract.

Once effective, the Guaranteed Minimum Death Benefit (GMDB) cannot be terminated except as provided in the Termination provision below and the Owner(s) may not be changed.

The Contract is amended as follows:

1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Guaranteed Minimum Death Benefit (GMDB) Charge:

On a quarterly basis, this charge equals [0.0750%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon the Latest Income Date or upon termination of the GMDB prior to the Latest Income Date."

2) The following language is added to the **DEFINITIONS** section of the Contract:

"CONTRACT QUARTER. The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

CONTRACT QUARTERLY ANNIVERSARY. Each three-month anniversary of the Issue Date.

EFFECTIVE DATE. If elected at issue, the Effective Date for this endorsement is the Issue Date of the Contract. Otherwise, the Effective Date for this endorsement is shown below.

GMDB BENEFIT BASE. The GMDB Benefit Base is equal to the greatest of the adjusted quarterly Contract Values from the Effective Date and every subsequent Contract Quarterly Anniversary prior to the earlier of the date the GMDB Benefit Base is determined or the Owner's [81st] birthday. Each adjusted quarterly Contract Value is equal to:

- a. the Contract Value on the Effective Date or Contract Quarterly Anniversary,
- b. adjusted for any withdrawals subsequent to that date (including any applicable charges and adjustments for such withdrawals),
- c. plus any Premium paid (net of any applicable premium taxes) subsequent to that date.

For the purpose of calculating the GMDB Benefit Base, (a) all adjustments will occur at the time of the withdrawal or Premium payment, and (b) all adjustments for amounts withdrawn will reduce the GMDB Benefit Base in the same proportion that the Contract Value was reduced on the date of such withdrawal."

3) The **DEFINITIONS** section of the Contract is amended by the revision of the following:

"CONTRACT YEAR. The twelve-month period beginning on the Issue Date or any Contract Anniversary."

4) The **DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE** provision is deleted and replaced with the following:

"DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE. The death benefit is equal to the greatest of:

1. the current Contract Value (less any charges due upon death under any optional endorsements to the Contract); or
2. all Premiums paid into the Contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments to such withdrawals) in proportion to the reduction in the Contract Value at the time of the withdrawal; or
3. the GMDB Benefit Base.

The death benefit amount will be determined as of the end of the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

From the time of death of the Owner until the death benefit amount is determined, any amount allocated to an Investment Division will be subject to investment risk. This investment risk is borne by the Beneficiary(ies)."

5) The following language is added to the **DEATH BENEFIT PROVISIONS** of the Contract:

"DEATH BENEFIT AMOUNT AFTER THE INCOME DATE. If the Income Date precedes the Latest Income Date, this endorsement terminates on the Income Date and no death benefit is payable. If the Income Date is the Latest Income Date, the death benefit amount is equal to the excess, if any, of a. over b. where:

- a. is the GMDB Benefit Base as determined at the end of the Business Day (after all applicable transactions for the day, including any applicable withdrawal adjustments) on the Latest Income Date; and
- b. is the current Contract Value as determined at the end of the Business Day (after all applicable transactions for the day, including the prorated GMDB Charge) on the Latest Income Date.

The death benefit amount will be payable to the Beneficiary(ies) upon the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order. If the Owner is not deceased as of the date that the final annuity payment under the elected income option is due, the death benefit amount will be payable in a lump sum to the Owner along with the final annuity payment and the endorsement will terminate."

Misstatement of Age. If the age of any Owner is incorrectly stated at the time of the election of the GMDB, on the date the misstatement is discovered, the GMDB Benefit Base will be re-determined based on the correct age. If the age at election of the Owner (or oldest Joint Owner) falls outside the allowable age range, the GMDB will be null and void and all GMDB Charges will be refunded.

Assessment of GMDB Charge. The GMDB Charge is specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed Account Contract Value. GMDB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMDB Charge will not affect the value of the Accumulation Units.

Upon the Latest Income Date, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge; or, upon termination prior to the Latest Income Date, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge. No GMDB Charge will be deducted after the Latest Income Date.

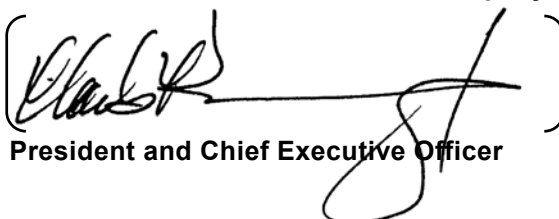
The GMDB Charge will be calculated before any adjustments to the GMDB Benefit Base for withdrawals.

TERMINATION. The GMDB will terminate and all benefits under this endorsement will cease on the earlier of:

1. any date preceding the Latest Income Date upon which the Owner elects to receive income payments under the Contract;
2. the date of a full surrender;
3. any date preceding the Latest Income Date upon which the Contract Value falls to zero for any reason;
4. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at Our Service Center in Good Order; or
5. the date after the Latest Income Date upon which the death benefit is paid to the Owner with the final annuity payment due under the elected income option.

Endorsement Effective Date (if different from Issue Date of the Contract): _____

**Signed for the
Jackson National Life Insurance Company**


President and Chief Executive Officer

**[5%] ROLL-UP GUARANTEED MINIMUM DEATH BENEFIT
ENDORSEMENT**

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date, unless another Effective Date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control. The benefits described in this endorsement will cease upon termination of the Contract.

Once effective, the Guaranteed Minimum Death Benefit (GMDB) cannot be terminated except as provided in the Termination provision below and the Owner(s) may not be changed.

The Contract is amended as follows:

- 1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Guaranteed Minimum Death Benefit (GMDB) Charge:

On a quarterly basis, this charge equals [0.1500%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon the Latest Income Date or upon termination of the GMDB prior to the Latest Income Date."

- 2) The following language is added to the **DEFINITIONS** section of the Contract:

"CONTRACT QUARTER. The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

CONTRACT QUARTERLY ANNIVERSARY. Each three-month anniversary of the Issue Date.

EFFECTIVE DATE. If elected at issue, the Effective Date for this endorsement is the Issue Date of the Contract. Otherwise, the Effective Date for this endorsement is shown below.

GMDB BENEFIT BASE. The GMDB Benefit Base is equal to:

- a. the Step-Up Value on the most recent Step-Up Date,
 - b. plus any Premium paid (net of any applicable premium taxes) subsequent to the determination of the Step-Up Value,
 - c. less any withdrawal adjustments for withdrawals taken subsequent to the determination of the Step-Up Value,
- compounded at an annual interest rate of [5%] ([4%] if the Owner or oldest Joint Owner was age [70] or older on the Effective Date) from the Step-Up Date until the earlier of the date the GMDB Benefit Base is determined or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday.

All Premium payment adjustments will occur at the time of the Premium payment, unless the Premium is received during the first Contract Quarter. If the Premium payment is received during the first Contract Quarter, the adjustment to the GMDB Benefit Base for the Premium payment effectively occurs on the Issue Date. All withdrawal adjustments are made at the end of the Contract Year and on the date of receipt of due proof of death (after the calculation of the GMDB Charge). For total withdrawals up to [5%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary), the withdrawal adjustment is the dollar amount of the withdrawal (including any applicable charges and adjustments to such withdrawal). After processing any applicable dollar for dollar portion of the withdrawal, the withdrawal adjustment for total withdrawals in a Contract Year in excess of [5%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary) is the GMDB Benefit Base immediately prior to the excess withdrawal adjustment multiplied by the percentage reduction in the Contract Value attributable to the excess withdrawals (including any applicable charges and adjustments to such excess withdrawals).

STEP-UP DATE. The Step-Up Date is initially equal to the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Date is set equal to that Contract Anniversary.

STEP-UP VALUE. If the Effective Date is the Issue Date of the Contract, then the Step-Up Value is initially equal to the initial Premium paid (net of any applicable premium taxes). If the Effective Date is after the Issue Date of the Contract, then the Step-Up Value is initially equal to the Contract Value, less any Recapture Charges, as of the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Value is set equal to the Contract Value on that Contract Anniversary."

3) The **DEFINITIONS** section of the Contract is amended by the revision of the following:

"CONTRACT YEAR. The twelve-month period beginning on the Issue Date or any Contract Anniversary."

4) The **DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE** provision is deleted and replaced with the following:

"DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE. The death benefit is equal to the greatest of:

1. the current Contract Value (less any charges due upon death under any optional endorsements to the Contract); or
2. all Premiums paid into the Contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments for such withdrawals) in proportion to the reduction in the Contract Value at the time of the withdrawal, or
3. the GMDB Benefit Base.

The death benefit amount will be determined as of the end of the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

From the time of death of the Owner until the death benefit amount is determined, any amount allocated to an Investment Division will be subject to investment risk. This investment risk is borne by the Beneficiary(ies)."

5) The following language is added to the **DEATH BENEFIT PROVISIONS** of the Contract:

"DEATH BENEFIT AMOUNT AFTER THE INCOME DATE. If the Income Date precedes the Latest Income Date, this endorsement terminates on the Income Date and no death benefit is payable. If the Income Date is the Latest Income Date, the death benefit amount is equal to the excess, if any, of a. over b. where:

- a. is the GMDB Benefit Base as determined at the end of the Business Day (after all applicable transactions for the day, including any applicable withdrawal adjustments) on the Latest Income Date; and
- b. is the current Contract Value as determined at the end of the Business Day (after all applicable transactions for the day, including the prorated GMDB Charge) on the Latest Income Date.

The death benefit amount will be payable to the Beneficiary(ies) upon the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order. If the Owner is not deceased as of the date that the final annuity payment under the elected income option is due, the death benefit amount will be payable in a lump sum to the Owner along with the final annuity payment and the endorsement will terminate."

Misstatement of Age. If the age of any Owner is incorrectly stated at the time of the election of the GMDB, on the date the misstatement is discovered, the GMDB Benefit Base will be re-determined based on the correct age. If the age at election of the Owner (or oldest Joint Owner) falls outside the allowable age range, the GMDB will be null and void and all GMDB Charges will be refunded.

Assessment of GMDB Charge. The GMDB Charge is specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed Account Contract Value. GMDB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMDB Charge will not affect the value of the Accumulation Units.

Upon the Latest Income Date, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge; or, upon termination prior to the Latest Income Date, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge. No GMDB Charge will be deducted after the Latest Income Date.

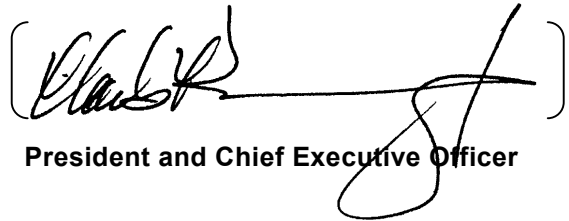
The GMDB Charge will be calculated before any adjustments to the GMDB Benefit Base for withdrawals.

TERMINATION. The GMDB will terminate and all benefits under this endorsement will cease on the earlier of:

1. any date preceding the Latest Income Date upon which the Owner elects to receive income payments under the Contract;
2. the date of a full surrender;
3. any date preceding the Latest Income Date upon which the Contract Value falls to zero for any reason;
4. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at Our Service Center in Good Order; or
5. the date after the Latest Income Date upon which the death benefit is paid to the Owner with the final annuity payment due under the elected income option.

Endorsement Effective Date (if different from Issue Date of the Contract): _____

**Signed for the
Jackson National Life Insurance Company**

A handwritten signature in black ink, enclosed in large square brackets. The signature is stylized and appears to be "Charles".

President and Chief Executive Officer

**COMBINATION [5%] ROLL-UP AND HIGHEST QUARTERLY
ANNIVERSARY VALUE GUARANTEED MINIMUM DEATH BENEFIT
ENDORSEMENT**

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date, unless another Effective Date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control. The benefits described in this endorsement will cease upon termination of the Contract.

Once effective, the Guaranteed Minimum Death Benefit (GMDB) cannot be terminated except as provided in the Termination provision below and the Owner(s) may not be changed.

The Contract is amended as follows:

- 1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Guaranteed Minimum Death Benefit (GMDB) Charge:	On a quarterly basis, this charge equals [0.1750%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon the Latest Income Date or upon termination of the GMDB prior to the Latest Income Date."
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- 2) The following language is added to the **DEFINITIONS** section of the Contract:

"CONTRACT QUARTER. The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

CONTRACT QUARTERLY ANNIVERSARY. Each three-month anniversary of the Issue Date.

EFFECTIVE DATE. If elected at issue, the Effective Date for this endorsement is the Issue Date of the Contract. Otherwise, the Effective Date for this endorsement is shown below.

GMDB BENEFIT BASE. The GMDB Benefit Base is equal to the greatest of (a) or (b):

- a. The Roll-Up Component, which is equal to:
 1. the Step-Up Value on the most recent Step-Up Date,
 2. plus any Premium paid (net of any applicable premium taxes) subsequent to the determination of the Step-Up Value,
 3. less any withdrawal adjustments for withdrawals taken subsequent to the determination of the Step-Up Value,compounded at an annual interest rate of [5%] ([4%] if the Owner or oldest Joint Owner was age [70] or older on the Effective Date) from the Step-Up Date until the earlier of the date the GMDB Benefit Base is determined or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday.

For the purpose of calculating the Roll-Up Component, all Premium payment adjustments will occur at the time of the Premium payment, unless the Premium is received during the first Contract Quarter. If the Premium payment is received during the first Contract Quarter, the adjustment to the GMDB Benefit Base for the Premium payment effectively occurs on the Issue Date. All withdrawal adjustments are made at the end of the Contract Year and on the date of receipt of due proof of death (after the calculation of the GMDB Charge). For total withdrawals up to [5%] of the Roll-Up Component as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary), the withdrawal adjustment is the dollar amount of the withdrawal (including any applicable charges and adjustments to such withdrawal). After processing any applicable dollar for dollar portion of the withdrawal, the withdrawal adjustment for total withdrawals in a Contract Year in excess of [5%] of the Roll-Up Component as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary) is the Roll-Up Component immediately prior to the excess withdrawal adjustment multiplied by the percentage reduction in the Contract Value attributable to the excess withdrawals (including any applicable charges and adjustments to such excess withdrawals).

- b. The Highest Quarterly Anniversary Value (HQAV) Component, which is equal to the greatest of the adjusted quarterly Contract Values from the Effective Date and every subsequent Contract Quarterly Anniversary prior to the earlier of the date the GMDB Benefit Base is determined or the Owner's [81st] birthday. Each adjusted quarterly Contract Value is equal to:
1. the Contract Value on the Effective Date or Contract Quarterly Anniversary,
 2. adjusted for any withdrawals subsequent to that date (including any applicable charges and adjustments for such withdrawals),
 3. plus any Premium paid (net of any applicable premium taxes) subsequent to that date.

For the purpose of calculating the HQAV Component, (a) all adjustments will occur at the time of the withdrawal or Premium payment, and (b) all adjustments for amounts withdrawn will reduce the HQAV Component in the same proportion that the Contract Value was reduced on the date of such withdrawal.

STEP-UP DATE. The Step-Up Date is initially equal to the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Date is set equal to that Contract Anniversary.

STEP-UP VALUE. If the Effective Date is the Issue Date of the Contract, then the Step-Up Value is initially equal to the initial Premium paid (net of any applicable premium taxes). If the Effective Date is after the Issue Date of the Contract, then the Step-Up Value is initially equal to the Contract Value, less any Recapture Charges, as of the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Value is set equal to the Contract Value on that Contract Anniversary."

3) The **DEFINITIONS** section of the Contract is amended by the revision of the following:

"CONTRACT YEAR. The twelve-month period beginning on the Issue Date or any Contract Anniversary."

4) The **DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE** provision is deleted and replaced with the following:

"DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE. The death benefit is equal to the greatest of:

1. the current Contract Value (less any charges due upon death under any optional endorsements to the Contract); or
2. all Premiums paid into the Contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments to such withdrawals) in proportion to the reduction in the Contract Value at the time of the withdrawal; or
3. the GMDB Benefit Base.

The death benefit amount will be determined as of the end of the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

From the time of death of the Owner until the death benefit amount is determined, any amount allocated to an Investment Division will be subject to investment risk. This investment risk is borne by the Beneficiary(ies)."

5) The following language is added to the **DEATH BENEFIT PROVISIONS** of the Contract:

"DEATH BENEFIT AMOUNT AFTER THE INCOME DATE. If the Income Date precedes the Latest Income Date, this endorsement terminates on the Income Date and no death benefit is payable. If the Income Date is the Latest Income Date, the death benefit amount is equal to the excess, if any, of a. over b. where:

- a. is the GMDB Benefit Base as determined at the end of the Business Day (after all applicable transactions for the day, including any applicable withdrawal adjustments) on the Latest Income Date; and
- b. is the current Contract Value as determined at the end of the Business Day (after all applicable transactions for the day, including the prorated GMDB Charge) on the Latest Income Date.

The death benefit amount will be payable to the Beneficiary(ies) upon the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order. If the Owner is not deceased as of the date that the final annuity payment under the elected income option is due, the death benefit amount will be payable in a lump sum to the Owner along with the final annuity payment and the endorsement will terminate."

Misstatement of Age. If the age of any Owner is incorrectly stated at the time of the election of the GMDB, on the date the misstatement is discovered, the GMDB Benefit Base will be re-determined based on the correct age. If the age at election of the Owner (or oldest Joint Owner) falls outside the allowable age range, the GMDB will be null and void and all GMDB Charges will be refunded.

Assessment of GMDB Charge. The GMDB Charge is specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed Account Contract Value. GMDB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMDB Charge will not affect the value of the Accumulation Units.

Upon the Latest Income Date, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge; or, upon termination prior to the Latest Income Date, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge. No GMDB Charge will be deducted after the Latest Income Date.

The GMDB Charge will be calculated before any adjustments to the GMDB Benefit Base for withdrawals.

TERMINATION. The GMDB will terminate and all benefits under this endorsement will cease on the earlier of:

1. any date preceding the Latest Income Date upon which the Owner elects to receive income payments under the Contract;
2. the date of a full surrender;
3. any date preceding the Latest Income Date upon which the Contract Value falls to zero for any reason;
4. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at Our Service Center in Good Order; or
5. the date after the Latest Income Date upon which the death benefit is paid to the Owner with the final annuity payment due under the elected income option.

Endorsement Effective Date (if different from Issue Date of the Contract): _____

Signed for the
Jackson National Life Insurance Company


President and Chief Executive Officer

**[6%] ROLL-UP GUARANTEED MINIMUM DEATH BENEFIT
ENDORSEMENT**

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date, unless another Effective Date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control. The benefits described in this endorsement will cease upon termination of the Contract.

Once effective, the Guaranteed Minimum Death Benefit (GMDB) cannot be terminated except as provided in the Termination provision below and the Owner(s) may not be changed.

The Contract is amended as follows:

- 1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Guaranteed Minimum Death Benefit (GMDB) Charge:

On a quarterly basis, this charge equals [0.2000%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon the Latest Income Date or upon termination of the GMDB prior to the Latest Income Date."

- 2) The following language is added to the **DEFINITIONS** section of the Contract:

"CONTRACT QUARTER. The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

CONTRACT QUARTERLY ANNIVERSARY. Each three-month anniversary of the Issue Date.

EFFECTIVE DATE. If elected at issue, the Effective Date for this endorsement is the Issue Date of the Contract. Otherwise, the Effective Date for this endorsement is shown below.

GMDB BENEFIT BASE. The GMDB Benefit Base is equal to:

- a. the Step-Up Value on the most recent Step-Up Date,
 - b. plus any Premium paid (net of any applicable premium taxes) subsequent to the determination of the Step-Up Value,
 - c. less any withdrawal adjustments for withdrawals taken subsequent to the determination of the Step-Up Value,
- compounded at an annual interest rate of [6%] ([5%] if the Owner or oldest Joint Owner was age [70] or older on the Effective Date) from the Step-Up Date until the earlier of the date the GMDB Benefit Base is determined or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday.

All Premium payment adjustments will occur at the time of the Premium payment, unless the Premium is received during the first Contract Quarter. If the Premium payment is received during the first Contract Quarter, the adjustment to the GMDB Benefit Base for the Premium payment effectively occurs on the Issue Date. All withdrawal adjustments are made at the end of the Contract Year and on the date of receipt of due proof of death (after the calculation of the GMDB Charge). For total withdrawals up to [6%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary), the withdrawal adjustment is the dollar amount of the withdrawal (including any applicable charges and adjustments to such withdrawal). After processing any applicable dollar for dollar portion of the withdrawal, the withdrawal adjustment for total withdrawals in a Contract Year in excess of [6%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary) is the GMDB Benefit Base immediately prior to the excess withdrawal adjustment multiplied by the percentage reduction in the Contract Value attributable to the excess withdrawals (including any applicable charges and adjustments to such excess withdrawals).

STEP-UP DATE. The Step-Up Date is initially equal to the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Date is set equal to that Contract Anniversary.

STEP-UP VALUE. If the Effective Date is the Issue Date of the Contract, then the Step-Up Value is initially equal to the initial Premium paid (net of any applicable premium taxes). If the Effective Date is after the Issue Date of the Contract, then the Step-Up Value is initially equal to the Contract Value, less any Recapture Charges, as of the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Value is set equal to the Contract Value on that Contract Anniversary."

3) The **DEFINITIONS** section of the Contract is amended by the revision of the following:

"CONTRACT YEAR. The twelve-month period beginning on the Issue Date or any Contract Anniversary."

4) The **DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE** provision is deleted and replaced with the following:

"DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE. The death benefit is equal to the greatest of:

1. the current Contract Value (less any charges due upon death under any optional endorsements to the Contract); or
2. all Premiums paid into the Contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments for such withdrawals) in proportion to the reduction in the Contract Value at the time of the withdrawal, or
3. the GMDB Benefit Base.

The death benefit amount will be determined as of the end of the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

From the time of death of the Owner until the death benefit amount is determined, any amount allocated to an Investment Division will be subject to investment risk. This investment risk is borne by the Beneficiary(ies)."

5) The following language is added to the **DEATH BENEFIT PROVISIONS** of the Contract:

"DEATH BENEFIT AMOUNT AFTER THE INCOME DATE. If the Income Date precedes the Latest Income Date, this endorsement terminates on the Income Date and no death benefit is payable. If the Income Date is the Latest Income Date, the death benefit amount is equal to the excess, if any, of a. over b. where:

- a. is the GMDB Benefit Base as determined at the end of the Business Day (after all applicable transactions for the day, including any applicable withdrawal adjustments) on the Latest Income Date; and
- b. is the current Contract Value as determined at the end of the Business Day (after all applicable transactions for the day, including the prorated GMDB Charge) on the Latest Income Date.

The death benefit amount will be payable to the Beneficiary(ies) upon the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order. If the Owner is not deceased as of the date that the final annuity payment under the elected income option is due, the death benefit amount will be payable in a lump sum to the Owner along with the final annuity payment and the endorsement will terminate."

Misstatement of Age. If the age of any Owner is incorrectly stated at the time of the election of the GMDB, on the date the misstatement is discovered, the GMDB Benefit Base will be re-determined based on the correct age. If the age at election of the Owner (or oldest Joint Owner) falls outside the allowable age range, the GMDB will be null and void and all GMDB Charges will be refunded.

Assessment of GMDB Charge. The GMDB Charge is specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed Account Contract Value. GMDB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMDB Charge will not affect the value of the Accumulation Units.

Upon the Latest Income Date, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge; or, upon termination prior to the Latest Income Date, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge. No GMDB Charge will be deducted after the Latest Income Date.

The GMDB Charge will be calculated before any adjustments to the GMDB Benefit Base for withdrawals.

TERMINATION. The GMDB will terminate and all benefits under this endorsement will cease on the earlier of:

1. any date preceding the Latest Income Date upon which the Owner elects to receive income payments under the Contract;
2. the date of a full surrender;
3. any date preceding the Latest Income Date upon which the Contract Value falls to zero for any reason;
4. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at Our Service Center in Good Order; or
5. the date after the Latest Income Date upon which the death benefit is paid to the Owner with the final annuity payment due under the elected income option.

Endorsement Effective Date (if different from Issue Date of the Contract): _____

**Signed for the
Jackson National Life Insurance Company**

A handwritten signature in black ink, enclosed in large square brackets. The signature is stylized and appears to be a cursive representation of a name.

President and Chief Executive Officer

**COMBINATION [6%] ROLL-UP AND HIGHEST QUARTERLY
ANNIVERSARY VALUE GUARANTEED MINIMUM DEATH BENEFIT
ENDORSEMENT**

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date, unless another Effective Date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control. The benefits described in this endorsement will cease upon termination of the Contract.

Once effective, the Guaranteed Minimum Death Benefit (GMDB) cannot be terminated except as provided in the Termination provision below and the Owner(s) may not be changed.

The Contract is amended as follows:

1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Guaranteed Minimum Death Benefit (GMDB) Charge:	On a quarterly basis, this charge equals [0.2250%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon the Latest Income Date or upon termination of the GMDB prior to the Latest Income Date."
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2) The following language is added to the **DEFINITIONS** section of the Contract:

"CONTRACT QUARTER. The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

CONTRACT QUARTERLY ANNIVERSARY. Each three-month anniversary of the Issue Date.

EFFECTIVE DATE. If elected at issue, the Effective Date for this endorsement is the Issue Date of the Contract. Otherwise, the Effective Date for this endorsement is shown below.

GMDB BENEFIT BASE. The GMDB Benefit Base is equal to the greatest of (a) or (b):

- a. The Roll-Up Component, which is equal to:
 1. the Step-Up Value on the most recent Step-Up Date,
 2. plus any Premium paid (net of any applicable premium taxes) subsequent to the determination of the Step-Up Value,
 3. less any withdrawal adjustments for withdrawals taken subsequent to the determination of the Step-Up Value,compounded at an annual interest rate of [6%] ([5%] if the Owner or oldest Joint Owner was age [70] or older on the Effective Date) from the Step-Up Date until the earlier of the date the GMDB Benefit Base is determined or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday.

For the purpose of calculating the Roll-Up Component, all Premium payment adjustments will occur at the time of the Premium payment, unless the Premium is received during the first Contract Quarter. If the Premium is received during the first Contract Quarter, the adjustment to the GMDB Benefit Base for the Premium payment effectively occurs on the Issue Date. All withdrawal adjustments are made at the end of the Contract Year and on the date of receipt of due proof of death (after the calculation of the GMDB Charge). For total withdrawals up to [6%] of the Roll-Up Component as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary), the withdrawal adjustment is the dollar amount of the withdrawal (including any applicable charges and adjustments to such withdrawal). After processing any applicable dollar for dollar portion of the withdrawal, the withdrawal adjustment for total withdrawals in a Contract Year in excess of [6%] of the Roll-Up Component as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary) is the Roll-Up Component immediately prior to the excess withdrawal adjustment multiplied by the percentage reduction in the Contract Value attributable to the excess withdrawals (including any applicable charges and adjustments to such excess withdrawals).

- b. The Highest Quarterly Anniversary Value (HQAV) Component, which is equal to the greatest of the adjusted quarterly Contract Values from the Effective Date and every subsequent Contract Quarterly Anniversary prior to the earlier of the date the GMDB Benefit Base is determined or the Owner's [81st] birthday. Each adjusted quarterly Contract Value is equal to:
1. the Contract Value on the Effective Date or Contract Quarterly Anniversary,
 2. adjusted for any withdrawals subsequent to that date (including any applicable charges and adjustments for such withdrawals),
 3. plus any Premium paid (net of any applicable premium taxes) subsequent to that date.

For the purpose of calculating the HQAV Component, (a) all adjustments will occur at the time of the withdrawal or Premium payment, and (b) all adjustments for amounts withdrawn will reduce the HQAV Component in the same proportion that the Contract Value was reduced on the date of such withdrawal.

STEP-UP DATE. The Step-Up Date is initially equal to the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Date is set equal to that Contract Anniversary.

STEP-UP VALUE. If the Effective Date is the Issue Date of the Contract, then the Step-Up Value is initially equal to the initial Premium paid (net of any applicable premium taxes). If the Effective Date is after the Issue Date of the Contract, then the Step-Up Value is initially equal to the Contract Value, less any Recapture Charges, as of the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Value is set equal to the Contract Value on that Contract Anniversary."

- 3) The **DEFINITIONS** section of the Contract is amended by the revision of the following:

"CONTRACT YEAR. The twelve-month period beginning on the Issue Date or any Contract Anniversary."

- 4) The **DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE** provision is deleted and replaced with the following:

"DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE. The death benefit is equal to the greatest of:

1. the current Contract Value (less any charges due upon death under any optional endorsements to the Contract); or
2. all Premiums paid into the Contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments to such withdrawals) in proportion to the reduction in the Contract Value at the time of the withdrawal; or
3. the GMDB Benefit Base.

The death benefit amount will be determined as of the end of the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

From the time of death of the Owner until the death benefit amount is determined, any amount allocated to an Investment Division will be subject to investment risk. This investment risk is borne by the Beneficiary(ies)."

- 5) The following language is added to the **DEATH BENEFIT PROVISIONS** of the Contract:

"DEATH BENEFIT AMOUNT AFTER THE INCOME DATE. If the Income Date precedes the Latest Income Date, this endorsement terminates on the Income Date and no death benefit is payable. If the Income Date is the Latest Income Date, the death benefit amount is equal to the excess, if any, of a. over b. where:

- a. is the GMDB Benefit Base as determined at the end of the Business Day (after all applicable transactions for the day, including any applicable withdrawal adjustments) on the Latest Income Date; and
- b. is the current Contract Value as determined at the end of the Business Day (after all applicable transactions for the day, including the prorated GMDB Charge) on the Latest Income Date.

The death benefit amount will be payable to the Beneficiary(ies) upon the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order. If the Owner is not deceased as of the date that the final annuity payment under the elected income option is due, the death benefit amount will be payable in a lump sum to the Owner along with the final annuity payment and the endorsement will terminate."

Misstatement of Age. If the age of any Owner is incorrectly stated at the time of the election of the GMDB, on the date the misstatement is discovered, the GMDB Benefit Base will be re-determined based on the correct age. If the age at election of the Owner (or oldest Joint Owner) falls outside the allowable age range, the GMDB will be null and void and all GMDB Charges will be refunded.

Assessment of GMDB Charge. The GMDB Charge is specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed Account Contract Value. GMDB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMDB Charge will not affect the value of the Accumulation Units.

Upon the Latest Income Date, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge; or, upon termination prior to the Latest Income Date, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge. No GMDB Charge will be deducted after the Latest Income Date.

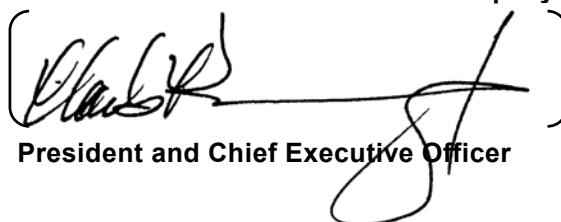
The GMDB Charge will be calculated before any adjustments to the GMDB Benefit Base for withdrawals.

TERMINATION. The GMDB will terminate and all benefits under this endorsement will cease on the earlier of:

1. any date preceding the Latest Income Date upon which the Owner elects to receive income payments under the Contract;
2. the date of a full surrender;
3. any date preceding the Latest Income Date upon which the Contract Value falls to zero for any reason;
4. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at Our Service Center in Good Order; or
5. the date after the Latest Income Date upon which the death benefit is paid to the Owner with the final annuity payment due under the elected income option.

Endorsement Effective Date (if different from Issue Date of the Contract): _____

**Signed for the
Jackson National Life Insurance Company**


President and Chief Executive Officer

**FOR LIFE GUARANTEED MINIMUM WITHDRAWAL BENEFIT WITH
BONUS, GUARANTEED WITHDRAWAL BALANCE ADJUSTMENT AND
ANNUAL STEP-UP ENDORSEMENT**

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date of the Contract, unless another effective date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control.

PLEASE NOTE: THIS ENDORSEMENT CANNOT BE TERMINATED INDEPENDENTLY FROM THE CONTRACT TO WHICH IT IS ATTACHED.

The Contract is amended as follows:

1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Please note that due to Your selection of this Guaranteed Minimum Withdrawal Benefit, You cannot make any allocations to the Indexed Fixed Option, if available under Your Contract.

**Guaranteed Minimum Withdrawal
Benefit (GMWB) Charge:**

The GMWB Charge is comprised of two components: a GMWB withdrawal benefit charge and a GMWB death benefit charge.

On a quarterly basis, the GMWB withdrawal benefit charge equals [0.2375]% of the Guaranteed Withdrawal Balance (GWB). Upon step-up on or after the [5th] Contract Anniversary following the effective date of this endorsement, the Company reserves the right to increase the GMWB withdrawal benefit charge percentage, subject to a maximum GMWB withdrawal benefit charge percentage, on a quarterly basis, of [0.3750]%.

On a quarterly basis, the GMWB death benefit charge equals [0.15]% of the GMWB death benefit.

The GMWB Charge is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMWB, and will be discontinued upon the earlier of the termination of this benefit or the date on which the Contract Value equals zero."

2) The following language is added to the **DEFINITIONS** section of the Contract:

"BENEFIT DETERMINATION BASELINE (BDB). The value used to determine whether the GAWA% will increase upon step-up.

BONUS PERIOD. The Bonus Period begins on the effective date of this endorsement and will re-start at the time the bonus base is increased due to a step-up if the step-up occurs on or before the Contract Anniversary immediately following the Owner's (if Joint Owners, the oldest Owner's) [80th] birthday. The Bonus Period ends on the earlier of (a) the [10th] Contract Anniversary following the beginning of the most recent Bonus Period, or (b) the date on which the Contract Value falls to zero as the result of a partial withdrawal or deduction of charges.

CONTRACT ANNIVERSARY. Each one-year anniversary of the Issue Date.

CONTRACT QUARTER. The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

CONTRACT QUARTERLY ANNIVERSARY. Each three-month anniversary of the Issue Date.

CONTRACT YEAR. The twelve-month period beginning on the Issue Date or any Contract Anniversary.

GUARANTEED ANNUAL WITHDRAWAL AMOUNT (GAWA). The maximum amount the Owner is allowed to withdraw each Contract Year, subject to the exception stated in this endorsement, for the guarantee to remain fully effective.

GUARANTEED ANNUAL WITHDRAWAL AMOUNT PERCENTAGE (GAWA%). The percentage upon which the GAWA is based.

GUARANTEED WITHDRAWAL BALANCE (GWB). The value upon which the GMWB withdrawal benefit charge component and other GMWB values are based.

GWB ADJUSTMENT DATE. The later of (a) the Contract Anniversary on or immediately following the Owner's (if Joint Owners, the oldest Owner's) [70th] birthday, or (b) the [10th] Contract Anniversary following the effective date of this endorsement.

REQUIRED MINIMUM DISTRIBUTION (RMD). For certain qualified contracts, the Required Minimum Distribution is the amount defined by the Internal Revenue Code and the implementing regulations as the minimum distribution requirement that applies to this Contract only."

3) The following language is added to the **WITHDRAWAL PROVISIONS** of the Contract:

"FOR LIFE GUARANTEED MINIMUM WITHDRAWAL BENEFIT. The GMWB allows the Owner to make periodic partial withdrawals, prior to the Income Date, for 1) the lifetime of the Owner, or, with Joint Owners, the lifetime of the Joint Owner who dies first if the For Life Guarantee is in effect or 2) if the For Life Guarantee is not in effect, until the earlier of the death of the Owner (or any Joint Owner) or until the GWB is depleted, regardless of the performance of the Investment Divisions/Portfolios or level of the Contract Value. The guarantee is fully effective if periodic partial withdrawals taken within any one Contract Year do not exceed the greater of the GAWA or the RMD. Withdrawals under the GMWB are non-cumulative; therefore if the Owner does not take the GAWA or the RMD in one year, the Owner may not take more than the greater of the GAWA or the RMD as a guaranteed withdrawal in subsequent years. On each Contract Anniversary following the effective date of this endorsement, the GWB will automatically "step up" to the highest quarterly Contract Value if the highest quarterly Contract Value is greater than the GWB.

The withdrawals made under this endorsement are considered to be the same as any other partial withdrawals for the purposes of calculating any other values under the Contract or any other endorsements attached to the Contract.

For purposes of this endorsement, partial withdrawals are considered to be the entire amount withdrawn from the Contract, including any applicable charges and adjustments for such withdrawals. A partial withdrawal in excess of the Withdrawal Value (if applicable) will be permitted as long as the total partial withdrawal for the Contract Year does not exceed the greater of the GAWA or the RMD. A partial withdrawal in excess of the Contract Value will be permitted as long as the total partial withdrawal for the Contract Year does not exceed the greater of the GAWA or the RMD. In this case, the Contract Value will be set to zero and the Contract Value Reduces to Zero provision will apply.

If the age of any Owner is incorrectly stated at the time of the election of the GMWB, on the date the misstatement is discovered the GWB and GAWA will be re-calculated based on the GAWA% applicable at the correct age. If the age at election of the Owner (if Joint Owners, the oldest Joint Owner) falls outside the allowable age range, the GMWB will be null and void and all GMWB Charges will be refunded.

Assessment of GMWB Charge.

The GMWB Charge is as specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed/Guaranteed Account Contract Value. GMWB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMWB Charge will not affect the value of the Accumulation Units. Upon termination of the GMWB, a pro rata GMWB Charge will be deducted from Your Contract Value for the period since the last quarterly GMWB Charge.

Guaranteed Withdrawal Balance.

On the effective date of this endorsement, the GWB is determined as follows and is subject to a maximum of [\$5,000,000.00]:

1. If elected as of the Issue Date of the Contract, the GWB equals the initial Premium, net of any applicable premium taxes.
2. If elected after the Issue Date of the Contract, the GWB equals the Contract Value on the effective date of this endorsement, less any applicable Recapture Charges that would be assessed on a full withdrawal.

With each subsequent Premium received after this endorsement is effective, the GWB will be recalculated to equal the GWB prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, subject to the maximum shown above.

With each partial withdrawal, the GWB is reduced. If You choose to withdraw an amount that exceeds the greater of the GAWA or the RMD during any Contract Year, the GWB may be reduced by an amount greater than the partial withdrawal.

Partial withdrawals will affect the GWB as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the GWB is equal to the greater of:
 - a. the GWB prior to the partial withdrawal less the partial withdrawal; or
 - b. zero.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GWB is equal to the greater of:
 - a. the GWB prior to the partial withdrawal, first reduced dollar for dollar for any portion of the partial withdrawal not defined as an excess withdrawal, then reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. zero.

Guaranteed Annual Withdrawal Amount.

The GAWA% is the percentage upon which the GAWA is based and is defined in the table below:

Attained Age	GAWA%
[45-62	4%
63-74	5%
75-80	6%
81+	7%]

The GAWA% is determined at the earlier of: 1) the time of the first withdrawal, 2) the date that the Contract Value reduces to zero, 3) the date that the GMWB endorsement is continued by a spousal Beneficiary, or 4) upon election of the Life Income of the GAWA income option. The GAWA% is based on the Owner's attained age at the time of determination (if there are Joint Owners, it is based on the attained age of the oldest Joint Owner). The GAWA is equal to the GAWA% multiplied by the GWB at the time of determination.

With each subsequent Premium received after the GAWA% is determined, the GAWA will be recalculated to equal the GAWA prior to the Premium payment plus the GAWA% multiplied by the subsequent Premium payment, net of any applicable premium taxes, or the GAWA% multiplied by the increase in the GWB, if less.

Partial withdrawals will affect the GAWA as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD and the For Life Guarantee is effective, the GAWA will be unchanged.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD and the For Life Guarantee is not effective, the GAWA is the lesser of:
 - a. the GAWA prior to the partial withdrawal; or
 - b. the GWB after the partial withdrawal.

3. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD and the For Life Guarantee is effective, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GAWA is reduced in the same proportion as the Contract Value is reduced for the excess withdrawal.
4. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD and the For Life Guarantee is not effective, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GAWA is the lesser of:
 - a. the GAWA prior to the partial withdrawal, reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. the GWB after the partial withdrawal.

Benefit Determination Baseline.

On the effective date of this endorsement, the BDB is determined as follows:

1. If the effective date of this endorsement is the Issue Date of the Contract, the BDB equals the initial Premium net of any applicable premium taxes.
2. If the effective date of this endorsement is after the Issue Date of the Contract, the BDB equals the Contract Value on the effective date of this endorsement, less any applicable Recapture Charges that would be assessed on a full withdrawal.

With each subsequent Premium received after this endorsement is effective, the BDB will be recalculated to equal the BDB prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes.

No adjustment is made to the BDB for partial withdrawals.

Guaranteed Withdrawal Balance Bonus.

A bonus will be applied to the GWB at the end of each Contract Year during the Bonus Period if no withdrawals are taken during that Contract Year.

At the time the bonus is applied:

1. The GWB equals the GWB prior to the application of the bonus plus [7%] of the bonus base, subject to a maximum of [\$5,000,000.00].
2. If the bonus is applied after the first withdrawal, the GAWA is the greater of:
 - a. the GAWA% multiplied by the new GWB; or
 - b. the GAWA prior to the bonus.

The bonus base is determined as follows:

On the effective date of this endorsement, the bonus base is equal to the GWB.

With each subsequent Premium received after this endorsement is effective, the bonus base will be recalculated to equal the bonus base prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, subject to a maximum of [\$5,000,000.00].

Partial withdrawals will affect the bonus base as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the bonus base will be unchanged.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the bonus base is set equal to the lesser of the GWB following the partial withdrawal or the bonus base prior to the partial withdrawal.

The GWB bonus provision is terminated on the date the GMWB endorsement is terminated.

Guaranteed Withdrawal Balance Adjustment

If no withdrawals are taken on or prior to the GWB Adjustment Date, the Owner is eligible for the GWB adjustment.

At the time the GWB adjustment is applied, the GWB will be set equal to the greater of the current GWB or the GWB adjustment, subject to a maximum of [\$5,000,000.00]. The Guaranteed Withdrawal Balance Bonus will not be adjusted at the time the GWB adjustment is applied.

The GWB adjustment is determined as follows:

On the effective date of this endorsement, the GWB adjustment is equal to [200%] of the GWB, subject to a maximum of [\$5,000,000.00].

With each subsequent Premium received after this endorsement is effective and prior to the first Contract Anniversary following the effective date of this endorsement, the GWB adjustment is recalculated to equal the GWB adjustment prior to the Premium payment plus [200%] of the amount of the Premium payment, net of any applicable premium taxes, subject to a maximum of [\$5,000,000.00].

With each subsequent Premium received on or after the first Contract Anniversary following the effective date of this endorsement, the GWB adjustment is recalculated to equal the GWB adjustment prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, subject to a maximum of [\$5,000,000.00].

The GWB adjustment provision is terminated on the GWB Adjustment Date, the date the Contract Value is reduced to zero, the date this GMWB endorsement is terminated, or the date this GMWB endorsement is continued by a spousal Beneficiary.

For Life Guarantee.

While the Contract is still in force with a Contract Value greater than zero and before the Income Date, the For Life Guarantee becomes effective on the later of:

1. the Contract Anniversary on or immediately following the Owner's (if Joint Owners, the oldest Owner's) attained age [59 1/2]; or
2. the effective date of this endorsement.

If the For Life Guarantee becomes effective after the GAWA% is determined, the GAWA is reset to equal the GAWA% multiplied by the current GWB.

The For Life Guarantee is terminated when this GMWB endorsement is terminated or if this GMWB endorsement is continued by a spousal Beneficiary.

Contract Value Reduces to Zero.

If the Contract Value is reduced to zero, all other rights under the Contract cease, no subsequent Premium payments will be accepted, all other endorsements are terminated without value, and Spousal Continuation is not available upon the death of the Owner or the death of any Joint Owner. The Bonus Period is terminated and no further bonuses are applied.

If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the Owner's (or oldest Joint Owner's) attained age at the time the Contract Value falls to zero and the GAWA will be equal to the GAWA% multiplied by the GWB.

If the For Life Guarantee is effective, the Owner will receive annual payments of the GAWA until the death of the Owner or the death of any Joint Owner.

If the For Life Guarantee is not effective, the Owner will receive annual payments of the GAWA until the earlier of the depletion of the GWB or the death of the Owner or the death of any Joint Owner. The last payment will not exceed the remaining GWB at the time of payment.

Subject to the Company's approval, the Owner may elect to receive payments more frequently than annually. However, the sum of the payments made during the year may not exceed the annual payment amount described above.

With each payment, the GWB is reduced by the amount of the payment until the GWB is depleted.

Upon the death of the Owner or the death of any Joint Owner, all payments will cease. No death benefit or Earnings Protection Benefit will apply.

Guaranteed Withdrawal Balance Step-Up.

On each Contract Anniversary following the effective date of this endorsement, the GWB will automatically step up to the highest quarterly Contract Value if the highest quarterly Contract Value is greater than the GWB.

Upon step-up on or after the [5th] Contract Anniversary following the effective date of this endorsement, the Company reserves the right to prospectively increase the GMWB withdrawal benefit charge percentage, subject to the maximum GMWB withdrawal benefit charge percentage indicated in this endorsement. You will be notified in advance of a GMWB withdrawal benefit charge percentage increase and may elect to discontinue the automatic step-ups. You may subsequently elect to reinstate the GWB step-up provision at the then current GMWB withdrawal benefit charge percentage. All requests will be effective on the Contract Anniversary following receipt of the request in Good Order.

The highest quarterly Contract Value is equal to the highest of the quarterly adjusted Contract Values from the four most recent Contract Quarterly Anniversaries, including the Contract Anniversary upon which the step-up is determined.

The quarterly adjusted Contract Value is equal to the Contract Value on the Contract Quarterly Anniversary, plus any Premium paid subsequent to that Contract Quarterly Anniversary, net of any applicable premium taxes, adjusted for any partial withdrawals taken subsequent to that Contract Quarterly Anniversary.

Partial withdrawals will affect the quarterly adjusted Contract Value as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the quarterly adjusted Contract Value is equal to the greater of:
 - a. the quarterly adjusted Contract Value prior to the partial withdrawal less the partial withdrawal; or
 - b. zero.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the quarterly adjusted Contract Value is equal to the greater of:
 - a. the quarterly adjusted Contract Value prior to the partial withdrawal, first reduced dollar for dollar for any portion of the partial withdrawal not defined as an excess withdrawal, then reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. zero.

At the time of step-up:

1. The GWB is set equal to the highest quarterly Contract Value, subject to a maximum of [\$5,000,000.00].
2. The bonus base will automatically step up to the new GWB if the new GWB is greater than the bonus base.
3. The BDB equals the greater of:
 - a. The highest quarterly Contract Value; or
 - b. The BDB prior to the step-up.

If the step-up occurs after the GAWA% is determined:

1. If the highest quarterly Contract Value is greater than the BDB prior to the step-up and the For Life Guarantee is still in effect, the GAWA% is re-determined based on the attained age of the Owner (if there are Joint Owners, it will be based on the attained age of the oldest Joint Owner.)
2. The GAWA is the greater of:
 - a. the GAWA% (as re-determined, if applicable) multiplied by the new GWB; or
 - b. the GAWA prior to the step-up."

- 4) The following language is added to the **DEATH BENEFIT PROVISIONS** of the Contract:

"Upon the death of the Owner or the death of any Joint Owner, while the Contract is still in force, the death benefit payable is guaranteed not to be less than the GMWB death benefit.

Upon continuation of the Contract by a spousal Beneficiary, the spouse may elect to terminate the GMWB on the Continuation Date and thereafter no GMWB Charge will be assessed. The GMWB death benefit will be included in the calculation of the Continuation Adjustment. If the spouse does not make such election on the Continuation Date, the GMWB will remain in force and may not be subsequently terminated independently from the Contract to which it is attached.

If the GMWB is continued, the GMWB death benefit will not be included in any applicable Continuation Adjustment. The For Life Guarantee and the Guaranteed Withdrawal Balance Adjustment provisions will no longer be effective and the GAWA% will not change on future step-ups. If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the original Owner's (or oldest Joint Owner's) attained age on the continuation date and the GAWA will be equal to the GAWA% multiplied by the GWB. No other adjustments will be made to the GWB, GAWA, or GMWB death benefit at the time of such continuation. Step-ups will continue as permitted in accordance with the rules described under the Guaranteed Withdrawal Balance Step-Up provision. Bonuses will continue to apply in accordance with the rules described in the Guaranteed Withdrawal Balance Bonus provision. Contract Years and Contract Anniversaries will continue to be based on the anniversary of the original Contract's Issue Date and the effective date of this endorsement will continue to be the original endorsement effective date. The Bonus Period will continue to be based on the original effective date of this endorsement or the most recent bonus base step-up, if applicable. The latest date upon which the Bonus Period can re-start will continue to be based on the original Owner's (if Joint Owners, the oldest Owner's) attained age.

GMWB Death Benefit

On the effective date of this endorsement, the GMWB death benefit is equal to the GWB.

With each subsequent Premium received after this endorsement is effective, the GMWB death benefit is recalculated to equal the GMWB death benefit prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, subject to a maximum of [\$5,000,000.00].

Partial withdrawals will affect the GMWB death benefit as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the GMWB death benefit will be unchanged.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GMWB death benefit is reduced in the same proportion as the Contract Value is reduced for the excess withdrawal.

The GMWB death benefit will terminate on the date the Contract Value equals zero."

5) The following language is added to the **INCOME PROVISIONS** of the Contract:

"On the Latest Income Date, in addition to the Income Options available under the Contract, one of the following Income Options may be elected:

LIFE INCOME OF THE GAWA. This option is only available if the For Life Guarantee is in effect on the Latest Income Date. The Owner is entitled to receive payments of a fixed dollar amount payable during the lifetime of the Owner. The total annual amount payable under this option will equal the GAWA in effect at the time of election of this option. If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the Owner's (or the oldest Joint Owner's) attained age at the time of election of this income option and the GAWA will be equal to the GAWA% multiplied by the GWB. This amount will be paid in the frequency (not less than annually) that the Owner elects. No further annuity payments are payable after the death of the Owner. Therefore, it is possible for the Owner to receive only one payment under this income option if the Owner has an early death. The death benefit payable to the Beneficiary upon the receipt of due proof of death of the Owner or either Joint Owner is equal to the GMWB death benefit (if it has not been terminated) as of the Latest Income Date. If the GMWB death benefit has been terminated prior to the Latest Income Date, there is no death benefit payable upon the death of the Owner.

SPECIFIED PERIOD INCOME OF THE GAWA. This option is only available if the For Life Guarantee is not in effect on the Latest Income Date. The Owner is entitled to receive payments of a fixed dollar amount for a stated number of years. The actual number of years that payments will be made is determined on the calculation date by dividing the GWB by the GAWA. Upon each payment, the GWB will be reduced by the payment amount. The total annual amount payable under this option will equal the GAWA in effect at the time of election of this option, but will not exceed the remaining GWB. This amount will be paid over the determined number of years in the frequency (not less than annually) that the Owner elects. If, at the death of the Owner, payments have been made for less than the stated number of years, the remaining payments will be made to the Beneficiary. The additional death benefit is equal to the GMWB death benefit (if it has not been terminated) as of the Latest Income Date. If the GMWB death benefit has been terminated prior to the Latest Income Date, there is no additional death benefit payable. The additional death benefit is payable to the Beneficiary(ies) upon the receipt of due proof of death of the Owner (or either Joint Owner). If the Owner (or both Joint Owners) is not deceased as of the date that the final payment of the remaining GWB is due, the additional death benefit will be payable in a lump sum to the Owner along with the remaining GWB. This option may not be available on certain Qualified Plans.

LIFE INCOME WITH ADDITIONAL DEATH BENEFIT. This option is only available if the Owner is the Annuitant or is non-natural and the GMWB death benefit has not been terminated. An annuity payable monthly during the lifetime of the Annuitant. Under this income option, no further annuity payments are payable after the death of the Annuitant, and there is no provision for a death benefit payable to the Owner. Therefore, it is possible under this option to receive only one monthly annuity payment under this income option if the Annuitant has an early death. An additional death benefit payable to the Beneficiary upon the death of the Annuitant is equal to the excess, if any, of a. over b. where:

- a. is the GMWB death benefit determined as of the Latest Income Date and
- b. is the Contract Value determined as of the Latest Income Date.

JOINT AND SURVIVOR WITH ADDITIONAL DEATH BENEFIT. This option is only available if the Owner is the Annuitant or is non-natural and the GMWB death benefit has not been terminated. An annuity payable monthly while both the Annuitant and a designated second person are living. Upon the death of either person, the monthly annuity payments will continue during the lifetime of the survivor at either the full amount previously payable or as a percentage (either one-half or two-thirds) of the full amount, as chosen at the time of election of the income option. If a reduced annuity payment to the survivor is desired, variable annuity payments will be determined using either one-half or two-thirds of the number of each type of Annuity Unit credited. Fixed annuity payments will be equal to either one-half or two-thirds of the fixed annuity payment payable during the joint life of the Annuitant and the designated second person.

Annuity payments terminate automatically and immediately upon the death of the surviving person without regard to the number or total amount of payments received. There is no minimum number of fixed annuity payments, and it is possible to have only one monthly annuity payment if both the Annuitant and the designated second person die before the due date of the second payment. An additional death benefit payable to the Beneficiary upon the death of the survivor is equal to the excess, if any, of a. over b. where:

- a. is the GMWB death benefit determined as of the Latest Income Date and
- b. is the Contract Value determined as of the Latest Income Date.

LIFE ANNUITY WITH [120] OR [240] MONTHLY PERIODS GUARANTEED WITH ADDITIONAL DEATH BENEFIT. This option is only available if the Owner is the Annuitant or is non-natural and the GMWB death benefit has not been terminated. An annuity payable monthly during the lifetime of the Annuitant with the guarantee that if, at the death of the Annuitant, payments have been made for fewer than the guaranteed [120] or [240] monthly periods, as elected, the balance of the guaranteed number of payments will continue to be made to the Beneficiary as scheduled. The Beneficiary(ies) may elect to continue receiving the fixed and variable payments according to the terms of this Contract or may alternatively elect to receive the present value of any remaining guaranteed payments in a single lump-sum, the amount of which is calculated by the Company. The present value of any remaining guaranteed payments will be based on the total annuity payment as of the date of the calculation. An additional death benefit payable to the Beneficiary upon the death of the Annuitant is equal to the excess, if any, of a. over b. where:

- a. is the GMWB death benefit determined as of the Latest Income Date and
- b. is the Contract Value determined as of the Latest Income Date."

TERMINATION OF THE GMWB. The GMWB will terminate, a pro rata GMWB Charge will be deducted from Your Contract Value for the period since the last quarterly GMWB Charge, and all benefits under this endorsement will cease on the earlier of:

1. the date (including the Latest Income Date) that the Owner elects to receive income payments under the Contract;
2. the date of a full surrender;
3. the date upon which the Contract terminates because the Owner or any Joint Owner dies, unless continued by the spouse;
4. the Continuation Date if the spousal Beneficiary elects to terminate the GMWB; and
5. the date upon which all obligations for payment under this endorsement have been satisfied after the Contract has been terminated.

Endorsement effective date (if different from Issue Date of the Contract): _____

**Signed for the
Jackson National Life Insurance Company**


President and Chief Executive Officer

<i>SERFF Tracking Number:</i>	<i>JACK-125936261</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Jackson National Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>41152</i>
<i>Company Tracking Number:</i>	<i>7595 ET AL</i>		
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non-</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
	<i>Variable and Variable</i>		
<i>Product Name:</i>	<i>Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement</i>		
<i>Project Name/Number:</i>	<i>Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement/7595 ET AL</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: JACK-125936261 State: Arkansas
Filing Company: Jackson National Life Insurance Company State Tracking Number: 41152
Company Tracking Number: 7595 ET AL
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement
Project Name/Number: Highest Quarterly Anniversary Value Guaranteed Minimum Death Benefit Endorsement/7595 ET AL

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 12/08/2008
Comments:
Attachment:
AR - Cert Notice.pdf

Review Status:

Satisfied -Name: Statement of Variability 12/12/2008
Comments:
Attachments:
Statement of Variability 7595.pdf
Statement of Variability 7596.pdf
Statement of Variability 7597.pdf
Statement of Variability 7598.pdf
Statement of Variability 7599.pdf
Statement of Variability 7602.pdf

Review Status:

Satisfied -Name: Redline Comparisons to Previously Approved Forms 12/16/2008
Comments:
Attachments:
7595 redlined with approved 7580.pdf
7596 redlined with approved 7581.pdf
7597 redlined with approved 7582.pdf
7598 redlined with approved 7583.pdf
7599 redlined with approved 7584.pdf
7602 redlined with approved 7589.pdf

CONSENT TO SUBMIT RATES
AND/OR COST BASIS FOR APPROVAL

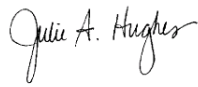
The Jackson National Life Insurance Company of Lansing, Michigan does hereby consent and agree:

- A) that all premium rates and/or cost basis both “maximum” and “current or projected,” used in relation to form numbers 7595, 7596, 7597, 7598, 7599 and 7602 must be filed with the Insurance Commissioner for the State of Arkansas (“Commissioner”) at least sixty (60) days prior to their proposed effective date. Such rates and/or cost basis shall be deemed effective sixty (60) days after they are filed with the Commissioner, unless the Commissioner shall approve or disapprove such rates and/or cost basis prior to the expiration of sixty (60) days.

or

- B) that where the policy is a flexible or indeterminate premium whole life policy which provides for frequent changes in interest rates based on financial market conditions, the company may file a range of rates it will stay within and will notify the Department at least sixty (60) days prior to any change in the range of rates. The company must also document the method used to calculate its premium and range of rates.

Jackson National Life Insurance Company

By : 

Julie Hughes
Assistant Vice-President
Product Drafting and State Filing Department

Date: December 17, 2008

JACKSON NATIONAL LIFE INSURANCE COMPANY
STATEMENT OF VARIABILITY
Endorsement: 7595
HIGHEST QUARTERLY ANNIVERSARY VALUE
GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT

Rev. 12/15/08

Page(s)	Bracketed (Variable)	Range of Variables
1	On a quarterly basis, this charge equals [0.0750%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon the Latest Income Date or upon termination of the GMDB prior to the Latest Income Date.	0.0250% - 0.5000%
1	The GMDB Benefit Base is equal to the greatest of the adjusted quarterly Contract Values from the Effective Date and every subsequent Contract Quarterly Anniversary prior to the earlier of the date the GMDB Benefit Base is determined or the Owner's [81st] birthday.	70th - 90th
3	Signature of Jackson National Life's President	As the identity of this individual could change over time, it is appropriate to bracket it as variable. The identity of this Jackson National Life officer has no material effect on the risk assumed by Jackson National Life or the owner of the contract.
The charge and maximum age have been shown as bracketed in the endorsement so that we will be able to raise or lower any of these values on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). The charge and maximum age will be determined by the Company from time to time and any change will be administered on a nondiscriminatory basis.		

JACKSON NATIONAL LIFE INSURANCE COMPANY
STATEMENT OF VARIABILITY

Endorsement: 7596

5% ROLL-UP GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT

Rev. 12/15/08

Page(s)	Bracketed (Variable)	Range of Variables
1	[5%] ROLL-UP GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT	1% - 10%
1	On a quarterly basis, this charge equals [0.1500%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon the Latest Income Date or upon termination of the GMDB prior to the Latest Income Date.	0.0250% - 0.5000%
1	GMDB Benefit Base compounded at an annual interest rate of [5%] ([4%] if the Owner or oldest Joint Owner was age [70] or older on the Effective Date) from the Step-Up Date until the earlier of the date the GMDB Benefit Base is determined or Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday.	1% - 10% 1% - 10% 60 – 90 years 70th – 90th
2	For total withdrawals up to [5%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary), the withdrawal adjustment is the dollar amount of the withdrawal (including any applicable charges and adjustments to such withdrawal). After processing any applicable dollar for dollar portion of the withdrawal, the withdrawal adjustment for total withdrawals in a Contract Year in excess of [5%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary) is the GMDB Benefit Base immediately prior to the excess withdrawal adjustment multiplied by the percentage reduction in the Contract Value attributable to the excess withdrawals (including any applicable charges and adjustments to such excess withdrawals).	3% - 10% 3% - 10%
2	STEP-UP DATE. The Step-Up Date is initially equal to the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Date is set equal to that Contract Anniversary.	5th – 16th 70th – 90th
2	STEP-UP VALUE. If the Effective Date is the Issue Date of the Contract, then the Step-Up Value is initially equal to the initial Premium paid (net of any applicable premium taxes). If the Effective Date is after the Issue Date of the Contract, then the Step-Up Value is initially equal to the Contract Value, less any Recapture Charges, as of the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Value is set equal to the Contract Value on that Contract Anniversary.	5th – 16th 70th – 90th
4	Signature of Jackson National Life's President	As the identity of this individual could change over time, it is appropriate to bracket it as variable. The identity of this Jackson National Life officer has no material effect on the risk assumed by Jackson National Life or the owner of the contract.

The charge, Contract Anniversaries, maximum ages and percentages have been shown as bracketed in the endorsement so that we will be able to raise or lower any of these values on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). The charge, Contract Anniversaries, maximum ages and percentages will be determined by the Company from time to time and any change will be administered on a nondiscriminatory basis.

JACKSON NATIONAL LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

Endorsement: 7597

COMBINATION 5% ROLL-UP AND HIGHEST QUARTERLY ANNIVERSARY VALUE GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT

Rev. 12/15/08

Page(s)	Bracketed (Variable)	Range of Variables
1	COMBINATION [5%] ROLL-UP AND HIGHEST QUARTERLY ANNIVERSARY VALUE GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT	1% - 10%
1	On a quarterly basis, this charge equals [0.1750%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon the Latest Income Date or upon termination of the GMDB prior to the Latest Income Date.	0.0250% - 0.5000%
1	GMDB Benefit Base compounded at an annual interest rate of [5%] ([4%] if the Owner or oldest Joint Owner was age [70] or older on the Effective Date) from the Step-Up Date until the earlier of the date the GMDB Benefit Base is determined or Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday.	1% - 10% 1% - 10% 60 – 90 years 70th – 90th
2	For total withdrawals up to [5%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary), the withdrawal adjustment is the dollar amount of the withdrawal (including any applicable charges and adjustments to such withdrawal). After processing any applicable dollar for dollar portion of the withdrawal, the withdrawal adjustment for total withdrawals in a Contract Year in excess of [5%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary) is the GMDB Benefit Base immediately prior to the excess withdrawal adjustment multiplied by the percentage reduction in the Contract Value attributable to the excess withdrawals (including any applicable charges and adjustments to such excess withdrawals).	3% - 10% 3% - 10%
2	The Highest Quarterly Anniversary Value (HQAV) Component, which is equal to the greatest of the adjusted quarterly Contract Values from the Effective Date and every subsequent Contract Quarterly Anniversary prior to the Owner's [81st] birthday. Each adjusted quarterly Contract Value is equal to:	70th – 90th
2	STEP-UP DATE. The Step-Up Date is initially equal to the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Date is set equal to that Contract Anniversary.	5th – 16th 70th – 90th
2	STEP-UP VALUE. If the Effective Date is the Issue Date of the Contract, then the Step-Up Value is initially equal to the initial Premium paid (net of any applicable premium taxes). If the Effective Date is after the Issue Date of the Contract, then the Step-Up Value is initially equal to the Contract Value, less any Recapture Charges, as of the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Value is set equal to the Contract Value on that Contract Anniversary.	5th – 16th 70th – 90th

4	Signature of Jackson National Life's President	As the identity of this individual could change over time, it is appropriate to bracket it as variable. The identity of this Jackson National Life officer has no material effect on the risk assumed by Jackson National Life or the owner of the contract.
The charge, Contract Anniversaries, maximum ages and percentages have been shown as bracketed in the endorsement so that we will be able to raise or lower any of these values on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). The charge, Contract Anniversaries, maximum ages and percentages will be determined by the Company from time to time and any change will be administered on a nondiscriminatory basis.		

JACKSON NATIONAL LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

Endorsement: 7598

6% ROLL-UP GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT

Rev. 12/15/08

Page(s)	Bracketed (Variable)	Range of Variables
1	[6%] ROLL-UP GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT	1% - 10%
1	On a quarterly basis, this charge equals [0.2000%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon the Latest Income Date or upon termination of the GMDB prior to the Latest Income Date.	0.0250% - 0.5000%
1	GMDB Benefit Base compounded at an annual interest rate of [6%] ([5%] if the Owner or oldest Joint Owner was age [70] or older on the Effective Date) from the Step-Up Date until the earlier of the date the GMDB Benefit Base is determined or Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday.	1% - 10% 1% - 10% 60 – 90 years 70th – 90th
2	For total withdrawals up to [6%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary), the withdrawal adjustment is the dollar amount of the withdrawal (including any applicable charges and adjustments to such withdrawal). After processing any applicable dollar for dollar portion of the withdrawal, the withdrawal adjustment for total withdrawals in a Contract Year in excess of [6%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary) is the GMDB Benefit Base immediately prior to the excess withdrawal adjustment multiplied by the percentage reduction in the Contract Value attributable to the excess withdrawals (including any applicable charges and adjustments to such excess withdrawals).	3% - 10% 3% - 10%
2	STEP-UP DATE. The Step-Up Date is initially equal to the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Date is set equal to that Contract Anniversary.	5th – 16th 70th – 90th
2	STEP-UP VALUE. If the Effective Date is the Issue Date of the Contract, then the Step-Up Value is initially equal to the initial Premium paid (net of any applicable premium taxes). If the Effective Date is after the Issue Date of the Contract, then the Step-Up Value is initially equal to the Contract Value, less any Recapture Charges, as of the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Value is set equal to the Contract Value on that Contract Anniversary.	5th – 16th 70th – 90th
4	Signature of Jackson National Life's President	As the identity of this individual could change over time, it is appropriate to bracket it as variable. The identity of this Jackson National Life officer has no material effect on the risk assumed by Jackson National Life or the owner of the contract.

The charge, Contract Anniversaries, maximum ages and percentages have been shown as bracketed in the endorsement so that we will be able to raise or lower any of these values on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). The charge, Contract Anniversaries, maximum ages and percentages will be determined by the Company from time to time and any change will be administered on a nondiscriminatory basis.

JACKSON NATIONAL LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

Endorsement: 7599

COMBINATION 6% ROLL-UP AND HIGHEST QUARTERLY ANNIVERSARY VALUE GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT

Rev. 12/15/08

Page(s)	Bracketed (Variable)	Range of Variables
1	COMBINATION [6%] ROLL-UP AND HIGHEST QUARTERLY ANNIVERSARY VALUE GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT	1% - 10%
1	On a quarterly basis, this charge equals [0.2250%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon the Latest Income Date or upon termination of the GMDB prior to the Latest Income Date.	0.0250% - 0.5000%
1	GMDB Benefit Base compounded at an annual interest rate of [6%] ([5%] if the Owner or oldest Joint Owner was age [70] or older on the Effective Date) from the Step-Up Date until the earlier of the date the GMDB Benefit Base is determined or Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday.	1% - 10% 1% - 10% 60 – 90 years 70th – 90th
2	For total withdrawals up to [6%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary), the withdrawal adjustment is the dollar amount of the withdrawal (including any applicable charges and adjustments to such withdrawal). After processing any applicable dollar for dollar portion of the withdrawal, the withdrawal adjustment for total withdrawals in a Contract Year in excess of [6%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary) is the GMDB Benefit Base immediately prior to the excess withdrawal adjustment multiplied by the percentage reduction in the Contract Value attributable to the excess withdrawals (including any applicable charges and adjustments to such excess withdrawals).	3% - 10% 3% - 10%
2	The Highest Quarterly Anniversary Value (HQAV) Component, which is equal to the greatest of the adjusted quarterly Contract Values from the Effective Date and every subsequent Contract Quarterly Anniversary prior to the Owner's [81st] birthday. Each adjusted quarterly Contract Value is equal to:	70th – 90th
2	STEP-UP DATE. The Step-Up Date is initially equal to the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Date is set equal to that Contract Anniversary.	5th – 16th 70th – 90th
2	STEP-UP VALUE. If the Effective Date is the Issue Date of the Contract, then the Step-Up Value is initially equal to the initial Premium paid (net of any applicable premium taxes). If the Effective Date is after the Issue Date of the Contract, then the Step-Up Value is initially equal to the Contract Value, less any Recapture Charges, as of the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Value is set equal to the Contract Value on that Contract Anniversary.	5th – 16th 70th – 90th

4	Signature of Jackson National Life's President	As the identity of this individual could change over time, it is appropriate to bracket it as variable. The identity of this Jackson National Life officer has no material effect on the risk assumed by Jackson National Life or the owner of the contract.
The charge, Contract Anniversaries, maximum ages and percentages have been shown as bracketed in the endorsement so that we will be able to raise or lower any of these values on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). The charge, Contract Anniversaries, maximum ages and percentages will be determined by the Company from time to time and any change will be administered on a nondiscriminatory basis.		

JACKSON NATIONAL LIFE INSURANCE COMPANY
STATEMENT OF VARIABILITY
Endorsement: 7602

Rev. 12/15/08

Page(s)	Bracketed (Variable)	Range of Variables		
Page 1 Page 7	<p>Guaranteed Minimum Withdrawal Benefit (GMWB) Charge:</p> <p>The GMWB Charge is comprised of two components: a GMWB withdrawal benefit charge and a GMWB death benefit charge.</p> <p>On a quarterly basis, the GMWB withdrawal benefit charge equals [0.2375]% of the Guaranteed Withdrawal Balance (GWB). Upon step-up on or after the [5th] Contract Anniversary following the effective date of this endorsement, the Company reserves the right to increase the GMWB withdrawal benefit charge percentage, subject to a maximum GMWB withdrawal benefit charge percentage, on a quarterly basis, of [0.3750]%.</p> <p>On a quarterly basis, the GMWB death benefit charge equals [0.15]% of the GMWB death benefit.</p> <p>The GMWB Charge is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMWB, and will be discontinued upon the earlier of the termination of this benefit or the date on which the Contract Value equals zero.</p>	<u>Charge:</u>	<u>Anticipated at Launch:</u>	<u>Variable Range (Min –Max):</u>
		GMWB withdrawal benefit charge:		
		At election:	0.2375%	0.0250% - 0.5000%
		Maximum Upon Step-Up:	0.3750%	0.0250% - 0.5000%
		GMWB death benefit charge	0.15%	0.0250% - 0.5000%
		<p>This charge has been shown as bracketed in the endorsement so that the Company will be able to raise or lower the charge on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p> <p>4th – 16th</p> <p>The number of years after which step-ups may increase the GMWB withdrawal benefit charge percentage has been shown as bracketed in the endorsement so that the Company will be able to raise or lower the number of years on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>		

Page 2	<p>Bonus Period re-start date: Contract Anniversary immediately following the Owner's (if Joint Owners, the oldest Owner's) [80th] birthday</p> <p>Bonus Period end date: [10th] Contract Anniversary following the beginning of the most recent Bonus Period</p>	<p>70th - 90th</p> <p>5th – 20th</p> <p>The Bonus Period has been shown as bracketed in the endorsement so that we will be able to raise or lower the age or Contract Anniversary on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>
Page 2	<p>GWB Adjustment Date:</p> <p>Contract Anniversary immediately following the Owner's (if Joint Owners, the oldest Owner's) [70th] birthday or the [10th] Contract Anniversary following the effective date of this endorsement</p>	<p>60th – 80th</p> <p>5th – 20th</p> <p>The GWB Adjustment Date has been shown as bracketed in the endorsement so that we will be able to raise or lower the age or Contract Anniversary on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>
Page 3 Page 5 Page 6 Page 8	<p>Guaranteed Withdrawal Balance maximum: [\$5,000,000]</p>	<p>\$1,000,000 - \$10,000,000</p> <p>The maximum for the GWB has been shown as bracketed in the endorsement so that the Company will be able to raise or lower the maximum on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>

Page 4	Guaranteed Annual Withdrawal Amount Percentage:		<u>Attained Age on determination date:</u>	<u>Anticipated GAWA% at Launch:</u>	<u>Variable Range of GAWA%:</u>
	Attained Age	GAWA%	45-62	4%	3% - 8%
	[45-62	4%	63-74	5%	3% - 8%
	63-74	5%	75-80	6%	3% - 8%
	75-80	6%	81+	7%	3% - 8%
	81+	7%]	The percentage that is used to determine the GAWA has been shown as bracketed in the endorsement so that the Company will be able to raise or lower the percentage on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis. The age bands are bracketed in the endorsement so the Company can change them to any combination between the minimum and maximum age listed above.		
<i>This percentage is based on the Owner's attained age at the time of determination (if there are Joint Owners, it is based on the attained age of the oldest Joint Owner). The attained age bands and the corresponding GAWA% are listed to the right.</i>					
Page 5	Guaranteed Withdrawal Balance Bonus: [7%] of the bonus base		1% - 10%		
			The GWB Bonus percentage has been shown as bracketed in the endorsement so that the Company will be able to raise or lower the percentage on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.		
Page 5	Bonus base maximum: [\$5,000,000]		\$1,000,000 - \$10,000,000		
			The maximum for the bonus base has been shown as bracketed in the endorsement so that the Company will be able to raise or lower the maximum on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.		
Page 6	GWB adjustment percentage [200%]		105% – 300%		
			The GWB adjustment percentage has been shown as bracketed in the endorsement so that we will be able to raise or lower the percentage on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.		

Page 6	GWB adjustment maximum: [\$5,000,000.00]	<p>\$1,000,000 - \$10,000,000</p> <p>The maximum for the GWB adjustment has been shown as bracketed in the endorsement so that we will be able to raise or lower the maximum on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>
Page 6	For Life Guarantee: the Contract Anniversary on or immediately following the Owner's (if Joint Owners, the oldest Owner's) attained age [59 1/2]	<p>55 – 75</p> <p>The date the For Life Guarantee becomes effective and the GAWA is reset has been shown as bracketed in the endorsement so that the Company will be able to raise or lower the age on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>
Page 9	GMWB death benefit maximum: [\$5,000,000]	<p>\$1,000,000 - \$10,000,000</p> <p>The maximum for the GMWB death benefit has been shown as bracketed in the endorsement so that the Company will be able to raise or lower the maximum on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>
Page 11	<p>Life Annuity With [120] or [240] Monthly Periods Guaranteed With Additional Death Benefit</p> <p>An annuity payable monthly during the lifetime of the Annuitant with the guarantee that if, at the death of the Annuitant, payments have been made for fewer than the guaranteed [120] or [240] monthly periods, as elected</p>	<p>60 – 360 months</p> <p>The monthly periods for the income option have been show as bracketed so that the Company will be able to raise or lower the maximum on newly issued endorsements depending on the Company's risk tolerances and cost factors (including, but not limited to, expectations of expenses, mortality, lapses, contract holder behavior, and equity returns and volatility). Any change will be administered on a nondiscriminatory basis.</p>
Page 12	Signature of Jackson National Life's President	<p>As the identity of this individual could change over time, it is appropriate to bracket it as variable. The identity of this Jackson National Life officer has no material effect on the risk assumed by Jackson National Life or the owner of the contract.</p>

HIGHEST QUARTERLY ANNIVERSARY VALUE GUARANTEED MINIMUM DEATH BENEFIT ENDORSEMENT

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date, unless another Effective Date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control. The benefits described in this endorsement will cease upon termination of the Contract.

Once effective, the Guaranteed Minimum Death Benefit (GMDB) cannot be terminated except as provided in the Termination provision below and the Owner(s) may not be changed.

The Contract is amended as follows:

- 1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Guaranteed Minimum Death Benefit (GMDB) Charge:

On a quarterly basis, this charge equals [0.0750%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon the Latest Income Date or upon termination of the GMDB prior to the Latest Income Date."

- 2) The following language is added to the **DEFINITIONS** section of the Contract:

"CONTRACT QUARTER. The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

CONTRACT QUARTERLY ANNIVERSARY. Each three-month anniversary of the Issue Date.

EFFECTIVE DATE. If elected at issue, the Effective Date for this endorsement is the Issue Date of the Contract. Otherwise, the Effective Date for this endorsement is shown below.

GMDB BENEFIT BASE. The GMDB Benefit Base is equal to the greatest of the adjusted quarterly Contract Values from the Effective Date and every subsequent Contract Quarterly Anniversary prior to the earlier of the date the GMDB Benefit Base is determined or the Owner's [81st] birthday. Each adjusted quarterly Contract Value is equal to:

- the Contract Value on the Effective Date or Contract Quarterly Anniversary,
- adjusted for any withdrawals subsequent to that date (including any applicable charges and adjustments for such withdrawals),
- plus any Premium paid (net of any applicable premium taxes) subsequent to that date.

For the purpose of calculating the GMDB Benefit Base, (a) all adjustments will occur at the time of the withdrawal or Premium payment, and (b) all adjustments for amounts withdrawn will reduce the GMDB Benefit Base in the same proportion that the Contract Value was reduced on the date of such withdrawal."

3) The **DEFINITIONS** section of the Contract is amended by the revision of the following:

"CONTRACT YEAR. The twelve-month period beginning on the Issue Date or any Contract Anniversary."

4) The **DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE** provision is deleted and replaced with the following:

"DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE. The death benefit is equal to the greatest of:

1. the current Contract Value (less any charges due upon death under any optional endorsements to the Contract); or
2. all Premiums paid into the Contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments to such withdrawals) in proportion to the reduction in the Contract Value at the time of the withdrawal; or
3. the GMDB Benefit Base.

The death benefit amount will be determined as of the end of the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

From the time of death of the Owner until the death benefit amount is determined, any amount allocated to an Investment Division will be subject to investment risk. This investment risk is borne by the Beneficiary(ies)."

5) The following language is added to the **DEATH BENEFIT PROVISIONS** of the Contract:

"DEATH BENEFIT AMOUNT AFTER THE INCOME DATE. If the Income Date precedes the Latest Income Date, this endorsement terminates on the Income Date and no death benefit is payable. If the Income Date is the Latest Income Date, the death benefit amount is equal to the excess, if any, of a. over b. where:

- a. is the GMDB Benefit Base as determined at the end of the Business Day (after all applicable transactions for the day, including any applicable withdrawal adjustments) on the Latest Income Date; and
- b. is the current Contract Value as determined at the end of the Business Day (after all applicable transactions for the day, including the prorated GMDB Charge) on the Latest Income Date.

The death benefit amount will be payable to the Beneficiary(ies) upon the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order. If the Owner is not deceased as of the date that the final annuity payment under the elected income option is due, the death benefit amount will be payable in a lump sum to the Owner along with the final annuity payment and the endorsement will terminate."

Misstatement of Age. If the age of any Owner is incorrectly stated at the time of the election of the GMDB, on the date the misstatement is discovered, the GMDB Benefit Base will be re-determined based on the correct age. If the age at election of the Owner (or oldest Joint Owner) falls outside the allowable age range, the GMDB will be null and void and all GMDB Charges will be refunded.

Assessment of GMDB Charge. The GMDB Charge is specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed Account Contract Value. GMDB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMDB Charge will not affect the value of the Accumulation Units.

Upon ~~termination of the GMDB for any reason~~the Latest Income Date, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge~~;~~ or, upon termination prior to the Latest Income Date, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge. No GMDB Charge will be deducted after the Latest Income Date.

The GMDB Charge will be calculated before any adjustments to the GMDB Benefit Base for withdrawals.

TERMINATION. The GMDB will terminate~~, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge,~~ and all benefits under this endorsement will cease on the earlier of:

1. ~~the~~any date preceding the Latest Income Date upon which the Owner elects to receive income payments under the Contract;
2. the date of a full surrender;
3. ~~the~~any date preceding the Latest Income Date upon which the Contract Value falls to zero for any reason;~~or~~
4. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at Our Service Center in Good Order~~;~~ or
5. the date after the Latest Income Date upon which the death benefit is paid to the Owner with the final annuity payment due under the elected income option.

Endorsement Effective Date (if different from Issue Date of the Contract): _____

Signed for the
Jackson National Life Insurance Company


President and Chief Executive Officer

**[5%] ROLL-UP GUARANTEED MINIMUM DEATH BENEFIT
ENDORSEMENT**

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date, unless another Effective Date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control. The benefits described in this endorsement will cease upon termination of the Contract.

Once effective, the Guaranteed Minimum Death Benefit (GMDB) cannot be terminated except as provided in the Termination provision below and the Owner(s) may not be changed.

The Contract is amended as follows:

- 1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Guaranteed Minimum Death Benefit (GMDB) Charge:

On a quarterly basis, this charge equals [0.1500%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon the Latest Income Date or upon termination of the GMDB prior to the Latest Income Date."

- 2) The following language is added to the **DEFINITIONS** section of the Contract:

"CONTRACT QUARTER. The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

CONTRACT QUARTERLY ANNIVERSARY. Each three-month anniversary of the Issue Date.

EFFECTIVE DATE. If elected at issue, the Effective Date for this endorsement is the Issue Date of the Contract. Otherwise, the Effective Date for this endorsement is shown below.

GMDB BENEFIT BASE. The GMDB Benefit Base is equal to:

- the Step-Up Value on the most recent Step-Up Date,
 - plus any Premium paid (net of any applicable premium taxes) subsequent to the determination of the Step-Up Value,
 - less any withdrawal adjustments for withdrawals taken subsequent to the determination of the Step-Up Value,
- compounded at an annual interest rate of [5%] ([4%] if the Owner or oldest Joint Owner was age [70] or older on the Effective Date) from the Step-Up Date until the earlier of the date the GMDB Benefit Base is determined or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday.

All Premium payment adjustments will occur at the time of the Premium payment, unless the Premium is received during the first Contract Quarter. If the Premium payment is received during the first Contract Quarter, the adjustment to the GMDB Benefit Base for the Premium payment effectively occurs on the Issue Date. All withdrawal adjustments are made at the end of the Contract Year and on the date of receipt of due proof of death (after the calculation of the GMDB Charge). For total withdrawals up to [5%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary), the withdrawal adjustment is the dollar amount of the withdrawal (including any applicable charges and adjustments to such withdrawal). After processing any applicable dollar for dollar portion of the withdrawal, the withdrawal adjustment for total withdrawals in a Contract Year in excess of [5%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary) is the GMDB Benefit Base immediately prior to the excess withdrawal adjustment multiplied by the percentage reduction in the Contract Value attributable to the excess withdrawals (including any applicable charges and adjustments to such excess withdrawals).

STEP-UP DATE. The Step-Up Date is initially equal to the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Date is set equal to that Contract Anniversary.

STEP-UP VALUE. If the Effective Date is the Issue Date of the Contract, then the Step-Up Value is initially equal to the initial Premium paid (net of any applicable premium taxes). If the Effective Date is after the Issue Date of the Contract, then the Step-Up Value is initially equal to the Contract Value, less any Recapture Charges, as of the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Value is set equal to the Contract Value on that Contract Anniversary."

3) The **DEFINITIONS** section of the Contract is amended by the revision of the following:

"CONTRACT YEAR. The twelve-month period beginning on the Issue Date or any Contract Anniversary."

4) The **DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE** provision is deleted and replaced with the following:

"DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE. The death benefit is equal to the greatest of:

1. the current Contract Value (less any charges due upon death under any optional endorsements to the Contract); or
2. all Premiums paid into the Contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments for such withdrawals) in proportion to the reduction in the Contract Value at the time of the withdrawal, or
3. the GMDB Benefit Base.

The death benefit amount will be determined as of the end of the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

From the time of death of the Owner until the death benefit amount is determined, any amount allocated to an Investment Division will be subject to investment risk. This investment risk is borne by the Beneficiary(ies)."

5) The following language is added to the **DEATH BENEFIT PROVISIONS** of the Contract:

"**DEATH BENEFIT AMOUNT AFTER THE INCOME DATE.** If the Income Date precedes the Latest Income Date, this endorsement terminates on the Income Date and no death benefit is payable. If the Income Date is the Latest Income Date, the death benefit amount is equal to the excess, if any, of a. over b. where:

- a. is the GMDB Benefit Base as determined at the end of the Business Day (after all applicable transactions for the day, including any applicable withdrawal adjustments) on the Latest Income Date; and
- b. is the current Contract Value as determined at the end of the Business Day (after all applicable transactions for the day, including the prorated GMDB Charge) on the Latest Income Date.

The death benefit amount will be payable to the Beneficiary(ies) upon the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order. If the Owner is not deceased as of the date that the final annuity payment under the elected income option is due, the death benefit amount will be payable in a lump sum to the Owner along with the final annuity payment and the endorsement will terminate."

Misstatement of Age. If the age of any Owner is incorrectly stated at the time of the election of the GMDB, on the date the misstatement is discovered, the GMDB Benefit Base will be re-determined based on the correct age. If the age at election of the Owner (or oldest Joint Owner) falls outside the allowable age range, the GMDB will be null and void and all GMDB Charges will be refunded.

Assessment of GMDB Charge. The GMDB Charge is specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed Account Contract Value. GMDB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMDB Charge will not affect the value of the Accumulation Units.

Upon ~~termination of the GMDB for any reason~~the Latest Income Date, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge-"; or, upon termination prior to the Latest Income Date, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge. No GMDB Charge will be deducted after the Latest Income Date.

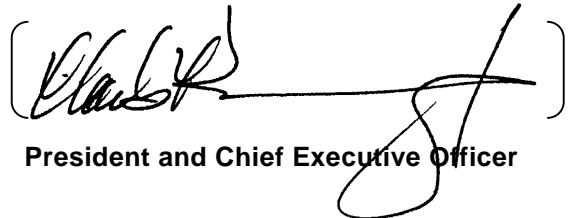
The GMDB Charge will be calculated before any adjustments to the GMDB Benefit Base for withdrawals.

TERMINATION. The GMDB will terminate, ~~a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge,~~ and all benefits under this endorsement will cease on the earlier of:

1. ~~the any~~ date preceding the Latest Income Date upon which the Owner elects to receive income payments under the Contract;
2. the date of a full surrender;
3. ~~the any~~ date preceding the Latest Income Date upon which the Contract Value falls to zero for any reason; ~~or~~
4. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at Our Service Center in Good Order; or
5. the date after the Latest Income Date upon which the death benefit is paid to the Owner with the final annuity payment due under the elected income option.

Endorsement Effective Date (if different from Issue Date of the Contract): _____

**Signed for the
Jackson National Life Insurance Company**



President and Chief Executive Officer

**COMBINATION [5%] ROLL-UP AND HIGHEST QUARTERLY
ANNIVERSARY VALUE GUARANTEED MINIMUM DEATH BENEFIT
ENDORSEMENT**

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date, unless another Effective Date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control. The benefits described in this endorsement will cease upon termination of the Contract.

Once effective, the Guaranteed Minimum Death Benefit (GMDB) cannot be terminated except as provided in the Termination provision below and the Owner(s) may not be changed.

The Contract is amended as follows:

- 1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

**"Guaranteed Minimum Death
Benefit (GMDB) Charge:**

On a quarterly basis, this charge equals [0.1750%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon the Latest Income Date or upon termination of the GMDB prior to the Latest Income Date."

- 2) The following language is added to the **DEFINITIONS** section of the Contract:

"CONTRACT QUARTER. The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

CONTRACT QUARTERLY ANNIVERSARY. Each three-month anniversary of the Issue Date.

EFFECTIVE DATE. If elected at issue, the Effective Date for this endorsement is the Issue Date of the Contract. Otherwise, the Effective Date for this endorsement is shown below.

GMDB BENEFIT BASE. The GMDB Benefit Base is equal to the greatest of (a) or (b):

- a. The Roll-Up Component, which is equal to:
 1. the Step-Up Value on the most recent Step-Up Date,
 2. plus any Premium paid (net of any applicable premium taxes) subsequent to the determination of the Step-Up Value,
 3. less any withdrawal adjustments for withdrawals taken subsequent to the determination of the Step-Up Value,compounded at an annual interest rate of [5%] ([4%] if the Owner or oldest Joint Owner was age [70] or older on the Effective Date) from the Step-Up Date until the earlier of the date the GMDB Benefit Base is determined or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday.

For the purpose of calculating the Roll-Up Component, all Premium payment adjustments will occur at the time of the Premium payment, unless the Premium is received during the first Contract Quarter. If the Premium payment is received during the first Contract Quarter, the adjustment to the GMDB Benefit Base for the Premium payment effectively occurs on the Issue Date. All withdrawal adjustments are made at the end of the Contract Year and on the date of receipt of due proof of death (after the calculation of the GMDB Charge). For total withdrawals up to [5%] of the Roll-Up Component as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary), the withdrawal adjustment is the dollar amount of the withdrawal (including any applicable charges and adjustments to such withdrawal). After processing any applicable dollar for dollar portion of the withdrawal, the withdrawal adjustment for total withdrawals in a Contract Year in excess of [5%] of the Roll-Up Component as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary) is the Roll-Up Component immediately prior to the excess withdrawal adjustment multiplied by the percentage reduction in the Contract Value attributable to the excess withdrawals (including any applicable charges and adjustments to such excess withdrawals).

- b. The Highest Quarterly Anniversary Value (HQAV) Component, which is equal to the greatest of the adjusted quarterly Contract Values from the Effective Date and every subsequent Contract Quarterly Anniversary prior to the earlier of the date the GMDB Benefit Base is determined or the Owner's [81st] birthday. Each adjusted quarterly Contract Value is equal to:
1. the Contract Value on the Effective Date or Contract Quarterly Anniversary,
 2. adjusted for any withdrawals subsequent to that date (including any applicable charges and adjustments for such withdrawals),
 3. plus any Premium paid (net of any applicable premium taxes) subsequent to that date.

For the purpose of calculating the HQAV Component, (a) all adjustments will occur at the time of the withdrawal or Premium payment, and (b) all adjustments for amounts withdrawn will reduce the HQAV Component in the same proportion that the Contract Value was reduced on the date of such withdrawal.

STEP-UP DATE. The Step-Up Date is initially equal to the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Date is set equal to that Contract Anniversary.

STEP-UP VALUE. If the Effective Date is the Issue Date of the Contract, then the Step-Up Value is initially equal to the initial Premium paid (net of any applicable premium taxes). If the Effective Date is after the Issue Date of the Contract, then the Step-Up Value is initially equal to the Contract Value, less any Recapture Charges, as of the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Value is set equal to the Contract Value on that Contract Anniversary."

3) The **DEFINITIONS** section of the Contract is amended by the revision of the following:

"CONTRACT YEAR. The twelve-month period beginning on the Issue Date or any Contract Anniversary."

4) The **DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE** provision is deleted and replaced with the following:

"DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE. The death benefit is equal to the greatest of:

1. the current Contract Value (less any charges due upon death under any optional endorsements to the Contract); or
2. all Premiums paid into the Contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments to such withdrawals) in proportion to the reduction in the Contract Value at the time of the withdrawal; or
3. the GMDB Benefit Base.

The death benefit amount will be determined as of the end of the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

From the time of death of the Owner until the death benefit amount is determined, any amount allocated to an Investment Division will be subject to investment risk. This investment risk is borne by the Beneficiary(ies)."

5) The following language is added to the **DEATH BENEFIT PROVISIONS** of the Contract:

"DEATH BENEFIT AMOUNT AFTER THE INCOME DATE. If the Income Date precedes the Latest Income Date, this endorsement terminates on the Income Date and no death benefit is payable. If the Income Date is the Latest Income Date, the death benefit amount is equal to the excess, if any, of a. over b. where:

- a. is the GMDB Benefit Base as determined at the end of the Business Day (after all applicable transactions for the day, including any applicable withdrawal adjustments) on the Latest Income Date; and
- b. is the current Contract Value as determined at the end of the Business Day (after all applicable transactions for the day, including the prorated GMDB Charge) on the Latest Income Date.

The death benefit amount will be payable to the Beneficiary(ies) upon the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order. If the Owner is not deceased as of the date that the final annuity payment under the elected income option is due, the death benefit amount will be payable in a lump sum to the Owner along with the final annuity payment and the endorsement will terminate."

Misstatement of Age. If the age of any Owner is incorrectly stated at the time of the election of the GMDB, on the date the misstatement is discovered, the GMDB Benefit Base will be re-determined based on the correct age. If the age at election of the Owner (or oldest Joint Owner) falls outside the allowable age range, the GMDB will be null and void and all GMDB Charges will be refunded.

Assessment of GMD B Charge. The GMD B Charge is specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed Account Contract Value. GMD B Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMD B Charge will not affect the value of the Accumulation Units.

Upon ~~termination of the GMD B for any reason~~ the Latest Income Date, a pro rata GMD B Charge will be deducted from Your Contract Value for the period since the last quarterly GMD B Charge ~~;~~ or, upon termination prior to the Latest Income Date, a pro rata GMD B Charge will be deducted from Your Contract Value for the period since the last quarterly GMD B Charge. No GMD B Charge will be deducted after the Latest Income Date.

The GMD B Charge will be calculated before any adjustments to the GMD B Benefit Base for withdrawals.

TERMINATION. The GMD B will terminate, ~~a pro rata GMD B Charge will be deducted from Your Contract Value for the period since the last quarterly GMD B Charge,~~ and all benefits under this endorsement will cease on the earlier of:

1. ~~the any~~ date preceding the Latest Income Date upon which the Owner elects to receive income payments under the Contract;
2. the date of a full surrender;
3. ~~the any~~ date preceding the Latest Income Date upon which the Contract Value falls to zero for any reason; ~~or~~
4. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at Our Service Center in Good Order; ~~or~~
5. the date after the Latest Income Date upon which the death benefit is paid to the Owner with the final annuity payment due under the elected income option.

Endorsement Effective Date (if different from Issue Date of the Contract): _____

Signed for the
Jackson National Life Insurance Company


President and Chief Executive Officer

**[6%] ROLL-UP GUARANTEED MINIMUM DEATH BENEFIT
ENDORSEMENT**

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date, unless another Effective Date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control. The benefits described in this endorsement will cease upon termination of the Contract.

Once effective, the Guaranteed Minimum Death Benefit (GMDB) cannot be terminated except as provided in the Termination provision below and the Owner(s) may not be changed.

The Contract is amended as follows:

1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Guaranteed Minimum Death Benefit (GMDB) Charge:

On a quarterly basis, this charge equals [0.2000%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon the Latest Income Date or upon termination of the GMDB prior to the Latest Income Date."

2) The following language is added to the **DEFINITIONS** section of the Contract:

"CONTRACT QUARTER. The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

CONTRACT QUARTERLY ANNIVERSARY. Each three-month anniversary of the Issue Date.

EFFECTIVE DATE. If elected at issue, the Effective Date for this endorsement is the Issue Date of the Contract. Otherwise, the Effective Date for this endorsement is shown below.

GMDB BENEFIT BASE. The GMDB Benefit Base is equal to:

- a. the Step-Up Value on the most recent Step-Up Date,
 - b. plus any Premium paid (net of any applicable premium taxes) subsequent to the determination of the Step-Up Value,
 - c. less any withdrawal adjustments for withdrawals taken subsequent to the determination of the Step-Up Value,
- compounded at an annual interest rate of [6%] ([5%] if the Owner or oldest Joint Owner was age [70] or older on the Effective Date) from the Step-Up Date until the earlier of the date the GMDB Benefit Base is determined or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday.

All Premium payment adjustments will occur at the time of the Premium payment, unless the Premium is received during the first Contract Quarter. If the Premium payment is received during the first Contract Quarter, the adjustment to the GMDB Benefit Base for the Premium payment effectively occurs on the Issue Date. All withdrawal adjustments are made at the end of the Contract Year and on the date of receipt of due proof of death (after the calculation of the GMDB Charge). For total withdrawals up to [6%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary), the withdrawal adjustment is the dollar amount of the withdrawal (including any applicable charges and adjustments to such withdrawal). After processing any applicable dollar for dollar portion of the withdrawal, the withdrawal adjustment for total withdrawals in a Contract Year in excess of [6%] of the GMDB Benefit Base as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary) is the GMDB Benefit Base immediately prior to the excess withdrawal adjustment multiplied by the percentage reduction in the Contract Value attributable to the excess withdrawals (including any applicable charges and adjustments to such excess withdrawals).

STEP-UP DATE. The Step-Up Date is initially equal to the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Date is set equal to that Contract Anniversary.

STEP-UP VALUE. If the Effective Date is the Issue Date of the Contract, then the Step-Up Value is initially equal to the initial Premium paid (net of any applicable premium taxes). If the Effective Date is after the Issue Date of the Contract, then the Step-Up Value is initially equal to the Contract Value, less any Recapture Charges, as of the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Value is set equal to the Contract Value on that Contract Anniversary."

3) The **DEFINITIONS** section of the Contract is amended by the revision of the following:

"CONTRACT YEAR. The twelve-month period beginning on the Issue Date or any Contract Anniversary."

4) The **DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE** provision is deleted and replaced with the following:

"DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE. The death benefit is equal to the greatest of:

1. the current Contract Value (less any charges due upon death under any optional endorsements to the Contract); or
2. all Premiums paid into the Contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments for such withdrawals) in proportion to the reduction in the Contract Value at the time of the withdrawal, or
3. the GMDB Benefit Base.

The death benefit amount will be determined as of the end of the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

From the time of death of the Owner until the death benefit amount is determined, any amount allocated to an Investment Division will be subject to investment risk. This investment risk is borne by the Beneficiary(ies)."

5) The following language is added to the **DEATH BENEFIT PROVISIONS** of the Contract:

"**DEATH BENEFIT AMOUNT AFTER THE INCOME DATE.** If the Income Date precedes the Latest Income Date, this endorsement terminates on the Income Date and no death benefit is payable. If the Income Date is the Latest Income Date, the death benefit amount is equal to the excess, if any, of a. over b. where:

- a. is the GMDB Benefit Base as determined at the end of the Business Day (after all applicable transactions for the day, including any applicable withdrawal adjustments) on the Latest Income Date; and
- b. is the current Contract Value as determined at the end of the Business Day (after all applicable transactions for the day, including the prorated GMDB Charge) on the Latest Income Date.

The death benefit amount will be payable to the Beneficiary(ies) upon the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order. If the Owner is not deceased as of the date that the final annuity payment under the elected income option is due, the death benefit amount will be payable in a lump sum to the Owner along with the final annuity payment and the endorsement will terminate."

Misstatement of Age. If the age of any Owner is incorrectly stated at the time of the election of the GMDB, on the date the misstatement is discovered, the GMDB Benefit Base will be re-determined based on the correct age. If the age at election of the Owner (or oldest Joint Owner) falls outside the allowable age range, the GMDB will be null and void and all GMDB Charges will be refunded.

Assessment of GMDB Charge. The GMDB Charge is specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed Account Contract Value. GMDB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMDB Charge will not affect the value of the Accumulation Units.

Upon ~~termination of the GMDB for any reason~~the Latest Income Date, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge-"; or, upon termination prior to the Latest Income Date, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge. No GMDB Charge will be deducted after the Latest Income Date.

The GMDB Charge will be calculated before any adjustments to the GMDB Benefit Base for withdrawals.

TERMINATION. The GMDB will terminate, ~~a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge,~~ and all benefits under this endorsement will cease on the earlier of:

1. ~~the any~~ date preceding the Latest Income Date upon which the Owner elects to receive income payments under the Contract;
2. the date of a full surrender;
3. ~~the any~~ date preceding the Latest Income Date upon which the Contract Value falls to zero for any reason; ~~or~~
4. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at Our Service Center in Good Order; or
5. the date after the Latest Income Date upon which the death benefit is paid to the Owner with the final annuity payment due under the elected income option.

Endorsement Effective Date (if different from Issue Date of the Contract): _____

Signed for the
Jackson National Life Insurance Company


President and Chief Executive Officer

**COMBINATION [6%] ROLL-UP AND HIGHEST QUARTERLY
ANNIVERSARY VALUE GUARANTEED MINIMUM DEATH BENEFIT
ENDORSEMENT**

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date, unless another Effective Date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control. The benefits described in this endorsement will cease upon termination of the Contract.

Once effective, the Guaranteed Minimum Death Benefit (GMDB) cannot be terminated except as provided in the Termination provision below and the Owner(s) may not be changed.

The Contract is amended as follows:

- 1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

**"Guaranteed Minimum Death
Benefit (GMDB) Charge:**

On a quarterly basis, this charge equals [0.2250%] of the GMDB Benefit Base and is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon the Latest Income Date or upon termination of the GMDB prior to the Latest Income Date."

- 2) The following language is added to the **DEFINITIONS** section of the Contract:

"CONTRACT QUARTER. The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

CONTRACT QUARTERLY ANNIVERSARY. Each three-month anniversary of the Issue Date.

EFFECTIVE DATE. If elected at issue, the Effective Date for this endorsement is the Issue Date of the Contract. Otherwise, the Effective Date for this endorsement is shown below.

GMDB BENEFIT BASE. The GMDB Benefit Base is equal to the greatest of (a) or (b):

- a. The Roll-Up Component, which is equal to:
 1. the Step-Up Value on the most recent Step-Up Date,
 2. plus any Premium paid (net of any applicable premium taxes) subsequent to the determination of the Step-Up Value,
 3. less any withdrawal adjustments for withdrawals taken subsequent to the determination of the Step-Up Value,compounded at an annual interest rate of [6%] ([5%] if the Owner or oldest Joint Owner was age [70] or older on the Effective Date) from the Step-Up Date until the earlier of the date the GMDB Benefit Base is determined or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday.

For the purpose of calculating the Roll-Up Component, all Premium payment adjustments will occur at the time of the Premium payment, unless the Premium is received during the first Contract Quarter. If the Premium is received during the first Contract Quarter, the adjustment to the GMDB Benefit Base for the Premium payment effectively occurs on the Issue Date. All withdrawal adjustments are made at the end of the Contract Year and on the date of receipt of due proof of death (after the calculation of the GMDB Charge). For total withdrawals up to [6%] of the Roll-Up Component as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary), the withdrawal adjustment is the dollar amount of the withdrawal (including any applicable charges and adjustments to such withdrawal). After processing any applicable dollar for dollar portion of the withdrawal, the withdrawal adjustment for total withdrawals in a Contract Year in excess of [6%] of the Roll-Up Component as of the previous Contract Anniversary (or as of the Issue Date if there is no previous Contract Anniversary) is the Roll-Up Component immediately prior to the excess withdrawal adjustment multiplied by the percentage reduction in the Contract Value attributable to the excess withdrawals (including any applicable charges and adjustments to such excess withdrawals).

- b. The Highest Quarterly Anniversary Value (HQAV) Component, which is equal to the greatest of the adjusted quarterly Contract Values from the Effective Date and every subsequent Contract Quarterly Anniversary prior to the earlier of the date the GMDB Benefit Base is determined or the Owner's [81st] birthday. Each adjusted quarterly Contract Value is equal to:
1. the Contract Value on the Effective Date or Contract Quarterly Anniversary,
 2. adjusted for any withdrawals subsequent to that date (including any applicable charges and adjustments for such withdrawals),
 3. plus any Premium paid (net of any applicable premium taxes) subsequent to that date.

For the purpose of calculating the HQAV Component, (a) all adjustments will occur at the time of the withdrawal or Premium payment, and (b) all adjustments for amounts withdrawn will reduce the HQAV Component in the same proportion that the Contract Value was reduced on the date of such withdrawal.

STEP-UP DATE. The Step-Up Date is initially equal to the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Date is set equal to that Contract Anniversary.

STEP-UP VALUE. If the Effective Date is the Issue Date of the Contract, then the Step-Up Value is initially equal to the initial Premium paid (net of any applicable premium taxes). If the Effective Date is after the Issue Date of the Contract, then the Step-Up Value is initially equal to the Contract Value, less any Recapture Charges, as of the Effective Date. If the Contract Value is greater than the GMDB Benefit Base upon the earlier of the [7th] Contract Anniversary following the Effective Date or the Contract Anniversary immediately preceding the Owner's (or oldest Joint Owner's) [81st] birthday, the Step-Up Value is set equal to the Contract Value on that Contract Anniversary."

- 3) The **DEFINITIONS** section of the Contract is amended by the revision of the following:

"CONTRACT YEAR. The twelve-month period beginning on the Issue Date or any Contract Anniversary."

- 4) The **DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE** provision is deleted and replaced with the following:

"DEATH BENEFIT AMOUNT BEFORE THE INCOME DATE. The death benefit is equal to the greatest of:

1. the current Contract Value (less any charges due upon death under any optional endorsements to the Contract); or
2. all Premiums paid into the Contract (net of any applicable premium taxes) adjusted for any withdrawals (including any applicable charges and adjustments to such withdrawals) in proportion to the reduction in the Contract Value at the time of the withdrawal; or
3. the GMDB Benefit Base.

The death benefit amount will be determined as of the end of the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order.

From the time of death of the Owner until the death benefit amount is determined, any amount allocated to an Investment Division will be subject to investment risk. This investment risk is borne by the Beneficiary(ies)."

- 5) The following language is added to the **DEATH BENEFIT PROVISIONS** of the Contract:

"DEATH BENEFIT AMOUNT AFTER THE INCOME DATE. If the Income Date precedes the Latest Income Date, this endorsement terminates on the Income Date and no death benefit is payable. If the Income Date is the Latest Income Date, the death benefit amount is equal to the excess, if any, of a. over b. where:

- a. is the GMDB Benefit Base as determined at the end of the Business Day (after all applicable transactions for the day, including any applicable withdrawal adjustments) on the Latest Income Date; and
- b. is the current Contract Value as determined at the end of the Business Day (after all applicable transactions for the day, including the prorated GMDB Charge) on the Latest Income Date.

The death benefit amount will be payable to the Beneficiary(ies) upon the Business Day when due proof of the Owner's death satisfactory to the Company and an election as to the type of death benefit option is received by the Company at its Service Center in Good Order. If the Owner is not deceased as of the date that the final annuity payment under the elected income option is due, the death benefit amount will be payable in a lump sum to the Owner along with the final annuity payment and the endorsement will terminate."

Misstatement of Age. If the age of any Owner is incorrectly stated at the time of the election of the GMDB, on the date the misstatement is discovered, the GMDB Benefit Base will be re-determined based on the correct age. If the age at election of the Owner (or oldest Joint Owner) falls outside the allowable age range, the GMDB will be null and void and all GMDB Charges will be refunded.

Assessment of GMDB Charge. The GMDB Charge is specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed Account Contract Value. GMDB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMDB Charge will not affect the value of the Accumulation Units.

Upon ~~termination of the GMDB for any reason~~ the Latest Income Date, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge ~~;~~ or, upon termination prior to the Latest Income Date, a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge. No GMDB Charge will be deducted after the Latest Income Date.

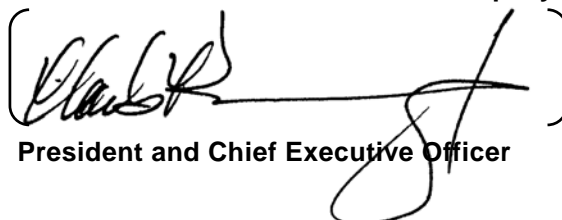
The GMDB Charge will be calculated before any adjustments to the GMDB Benefit Base for withdrawals.

TERMINATION. The GMDB will terminate, ~~a pro rata GMDB Charge will be deducted from Your Contract Value for the period since the last quarterly GMDB Charge,~~ and all benefits under this endorsement will cease on the earlier of:

1. ~~the any~~ date preceding the Latest Income Date upon which the Owner elects to receive income payments under the Contract;
2. the date of a full surrender;
3. ~~the any~~ date preceding the Latest Income Date upon which the Contract Value falls to zero for any reason; ~~or~~
4. the date upon which due proof of death of the Owner (or any Joint Owner) and an election of the type of payment to the Beneficiary(ies) is received at Our Service Center in Good Order; ~~or~~
5. the date after the Latest Income Date upon which the death benefit is paid to the Owner with the final annuity payment due under the elected income option.

Endorsement Effective Date (if different from Issue Date of the Contract): _____

Signed for the
Jackson National Life Insurance Company


President and Chief Executive Officer

**FOR LIFE GUARANTEED MINIMUM WITHDRAWAL BENEFIT WITH
BONUS, GUARANTEED WITHDRAWAL BALANCE ADJUSTMENT AND
ANNUAL STEP-UP ENDORSEMENT**

This endorsement is made a part of the Contract to which it is attached and is effective on the Issue Date of the Contract, unless another effective date for this endorsement is shown below. To the extent any provisions contained in this endorsement are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this endorsement will control.

PLEASE NOTE: THIS ENDORSEMENT CANNOT BE TERMINATED INDEPENDENTLY FROM THE CONTRACT TO WHICH IT IS ATTACHED.

The Contract is amended as follows:

1) The following language is added to the **CONTRACT DATA PAGE** of the Contract:

"Please note that due to Your selection of this Guaranteed Minimum Withdrawal Benefit, You cannot make any allocations to the Indexed Fixed Option, if available under Your Contract.

**Guaranteed Minimum Withdrawal
Benefit (GMWB) Charge:**

The GMWB Charge is comprised of two components: a GMWB withdrawal benefit charge and a GMWB death benefit charge.

On a quarterly basis, the GMWB withdrawal benefit charge equals [0.2375]% of the Guaranteed Withdrawal Balance (GWB). Upon step-up on or after the [5th] Contract Anniversary following the effective date of this endorsement, the Company reserves the right to increase the GMWB withdrawal benefit charge percentage, subject to a maximum GMWB withdrawal benefit charge percentage, on a quarterly basis, of [0.3750]%.

On a quarterly basis, the GMWB death benefit charge equals [0.15]% of the GMWB death benefit.

The GMWB Charge is deducted from the Contract Value (i) at the end of each Contract Quarter; and (ii) upon termination of the GMWB, and will be discontinued upon the earlier of the termination of this benefit or the date on which the Contract Value equals zero."

2) The following language is added to the **DEFINITIONS** section of the Contract:

"BENEFIT DETERMINATION BASELINE (BDB). The value used to determine whether the GAWA% will increase upon step-up.

BONUS PERIOD. The Bonus Period begins on the effective date of this endorsement and will re-start at the time the bonus base is increased due to a step-up if the step-up occurs on or before the Contract Anniversary immediately following the Owner's (if Joint Owners, the oldest Owner's) [80th] birthday. The Bonus Period ends on the earlier of (a) the [10th] Contract Anniversary following the beginning of the most recent Bonus Period, or (b) the date on which the Contract Value falls to zero as the result of a partial withdrawal or deduction of charges.

CONTRACT ANNIVERSARY. Each one-year anniversary of the Issue Date.

CONTRACT QUARTER. The three-month period beginning on the Issue Date or any Contract Quarterly Anniversary.

CONTRACT QUARTERLY ANNIVERSARY. Each three-month anniversary of the Issue Date.

CONTRACT YEAR. The twelve-month period beginning on the Issue Date or any Contract Anniversary.

GUARANTEED ANNUAL WITHDRAWAL AMOUNT (GAWA). The maximum amount the Owner is allowed to withdraw each Contract Year, subject to the exception stated in this endorsement, for the guarantee to remain fully effective.

GUARANTEED ANNUAL WITHDRAWAL AMOUNT PERCENTAGE (GAWA%). The percentage upon which the GAWA is based.

GUARANTEED WITHDRAWAL BALANCE (GWB). The value upon which the GMWB withdrawal benefit charge component and other GMWB values are based.

GWB ADJUSTMENT DATE. The later of (a) the Contract Anniversary on or immediately following the Owner's (if Joint Owners, the oldest Owner's) [70th] birthday, or (b) the [10th] Contract Anniversary following the effective date of this endorsement.

REQUIRED MINIMUM DISTRIBUTION (RMD). For certain qualified contracts, the Required Minimum Distribution is the amount defined by the Internal Revenue Code and the implementing regulations as the minimum distribution requirement that applies to this Contract only."

3) The following language is added to the **WITHDRAWAL PROVISIONS** of the Contract:

"FOR LIFE GUARANTEED MINIMUM WITHDRAWAL BENEFIT. The GMWB allows the Owner to make periodic partial withdrawals, prior to the Income Date, for 1) the lifetime of the Owner, or, with Joint Owners, the lifetime of the Joint Owner who dies first if the For Life Guarantee is in effect or 2) if the For Life Guarantee is not in effect, until the earlier of the death of the Owner (or any Joint Owner) or until the GWB is depleted, regardless of the performance of the Investment Divisions/Portfolios or level of the Contract Value. The guarantee is fully effective if periodic partial withdrawals taken within any one Contract Year do not exceed the greater of the GAWA or the RMD. Withdrawals under the GMWB are non-cumulative; therefore if the Owner does not take the GAWA or the RMD in one year, the Owner may not take more than the greater of the GAWA or the RMD as a guaranteed withdrawal in subsequent years. On each Contract Anniversary following the effective date of this endorsement, the GWB will automatically "step up" to the highest quarterly Contract Value if the highest quarterly Contract Value is greater than the GWB.

The withdrawals made under this endorsement are considered to be the same as any other partial withdrawals for the purposes of calculating any other values under the Contract or any other endorsements attached to the Contract.

For purposes of this endorsement, partial withdrawals are considered to be the entire amount withdrawn from the Contract, including any applicable charges and adjustments for such withdrawals. A partial withdrawal in excess of the Withdrawal Value (if applicable) will be permitted as long as the total partial withdrawal for the Contract Year does not exceed the greater of the GAWA or the RMD. A partial withdrawal in excess of the Contract Value will be permitted as long as the total partial withdrawal for the Contract Year does not exceed the greater of the GAWA or the RMD. In this case, the Contract Value will be set to zero and the Contract Value Reduces to Zero provision will apply.

If the age of any Owner is incorrectly stated at the time of the election of the GMWB, on the date the misstatement is discovered the GWB and GAWA will be re-calculated based on the GAWA% applicable at the correct age. If the age at election of the Owner (if Joint Owners, the oldest Joint Owner) falls outside the allowable age range, the GMWB will be null and void and all GMWB Charges will be refunded.

Assessment of GMWB Charge.

The GMWB Charge is as specified above. This charge will be deducted at the end of each Contract Quarter on a pro rata basis from the Separate Account Contract Value and the Fixed/Guaranteed Account Contract Value. GMWB Charges applied to the Separate Account Contract Value result in a redemption of Accumulation Units. The GMWB Charge will not affect the value of the Accumulation Units. Upon termination of the GMWB, a pro rata GMWB Charge will be deducted from Your Contract Value for the period since the last quarterly GMWB Charge.

Guaranteed Withdrawal Balance.

On the effective date of this endorsement, the GWB is determined as follows and is subject to a maximum of [\$5,000,000.00]:

1. If elected as of the Issue Date of the Contract, the GWB equals the initial Premium, net of any applicable premium taxes.
2. If elected after the Issue Date of the Contract, the GWB equals the Contract Value on the effective date of this endorsement, less any applicable Recapture Charges that would be assessed on a full withdrawal.

With each subsequent Premium received after this endorsement is effective, the GWB will be recalculated to equal the GWB prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, subject to the maximum shown above.

With each partial withdrawal, the GWB is reduced. If You choose to withdraw an amount that exceeds the greater of the GAWA or the RMD during any Contract Year, the GWB may be reduced by an amount greater than the partial withdrawal.

Partial withdrawals will affect the GWB as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the GWB is equal to the greater of:
 - a. the GWB prior to the partial withdrawal less the partial withdrawal; or
 - b. zero.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GWB is equal to the greater of:
 - a. the GWB prior to the partial withdrawal, first reduced dollar for dollar for any portion of the partial withdrawal not defined as an excess withdrawal, then reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. zero.

Guaranteed Annual Withdrawal Amount.

The GAWA% is the percentage upon which the GAWA is based and is defined in the table below:

Attained Age	GAWA%
[45-62	4%
63-74	5%
75-80	6%
81+	7%]

The GAWA% is determined at the earlier of: 1) the time of the first withdrawal, 2) the date that the Contract Value reduces to zero, 3) the date that the GMWB endorsement is continued by a spousal Beneficiary, or 4) upon election of the Life Income of the GAWA ~~Income~~ ~~Option~~. The GAWA% is based on the Owner's attained age at the time of determination (if there are Joint Owners, it is based on the attained age of the oldest Joint Owner). The GAWA is equal to the GAWA% multiplied by the GWB at the time of determination. ~~Once the GAWA% is determined it will not change.~~

With each subsequent Premium received after the GAWA% is determined, the GAWA will be recalculated to equal the GAWA prior to the Premium payment plus the GAWA% multiplied by the subsequent Premium payment, net of any applicable premium taxes, or the GAWA% multiplied by the increase in the GWB, if less.

Partial withdrawals will affect the GAWA as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD and the For Life Guarantee is effective, the GAWA will be unchanged.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD and the For Life Guarantee is not effective, the GAWA is the lesser of:
 - a. the GAWA prior to the partial withdrawal; or
 - b. the GWB after the partial withdrawal.

3. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD and the For Life Guarantee is effective, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GAWA is reduced in the same proportion as the Contract Value is reduced for the excess withdrawal.
4. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD and the For Life Guarantee is not effective, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GAWA is the lesser of:
 - a. the GAWA prior to the partial withdrawal, reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. the GWB after the partial withdrawal.

Benefit Determination Baseline.

On the effective date of this endorsement, the BDB is determined as follows:

1. If the effective date of this endorsement is the Issue Date of the Contract, the BDB equals the initial Premium net of any applicable premium taxes.
2. If the effective date of this endorsement is after the Issue Date of the Contract, the BDB equals the Contract Value on the effective date of this endorsement, less any applicable Recapture Charges that would be assessed on a full withdrawal.

With each subsequent Premium received after this endorsement is effective, the BDB will be recalculated to equal the BDB prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes.

No adjustment is made to the BDB for partial withdrawals.

Guaranteed Withdrawal Balance Bonus.

A bonus will be applied to the GWB at the end of each Contract Year during the Bonus Period if no withdrawals are taken during that Contract Year.

At the time the bonus is applied:

1. The GWB equals the GWB prior to the application of the bonus plus [7%] of the bonus base, subject to a maximum of [\$5,000,000.00].
2. If the bonus is applied after the first withdrawal, the GAWA is the greater of:
 - a. the GAWA% multiplied by the new GWB; or
 - b. the GAWA prior to the bonus.

The bonus base is determined as follows:

On the effective date of this endorsement, the bonus base is equal to the GWB.

With each subsequent Premium received after this endorsement is effective, the bonus base will be recalculated to equal the bonus base prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, subject to a maximum of [\$5,000,000.00].

Partial withdrawals will affect the bonus base as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the bonus base will be unchanged.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the bonus base is set equal to the lesser of the GWB following the partial withdrawal or the bonus base prior to the partial withdrawal.

The GWB bonus provision is terminated on the date the GMWB endorsement is terminated.

Guaranteed Withdrawal Balance Adjustment

If no withdrawals are taken on or prior to the GWB Adjustment Date, the Owner is eligible for the GWB adjustment.

At the time the GWB adjustment is applied, the GWB will be set equal to the greater of the current GWB or the GWB adjustment, subject to a maximum of [\$5,000,000.00]. The Guaranteed Withdrawal Balance Bonus will not be adjusted at the time the GWB adjustment is applied.

The GWB adjustment is determined as follows:

On the effective date of this endorsement, the GWB adjustment is equal to [200%] of the GWB, subject to a maximum of [\$5,000,000.00].

With each subsequent Premium received after this endorsement is effective and prior to the first Contract Anniversary following the effective date of this endorsement, the GWB adjustment is recalculated to equal the GWB adjustment prior to the Premium payment plus [200%] of the amount of the Premium payment, net of any applicable premium taxes, subject to a maximum of [\$5,000,000.00].

With each subsequent Premium received on or after the first Contract Anniversary following the effective date of this endorsement, the GWB adjustment is recalculated to equal the GWB adjustment prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, subject to a maximum of [\$5,000,000.00].

The GWB adjustment provision is terminated on the GWB Adjustment Date, the date the Contract Value is reduced to zero, the date this GMWB endorsement is terminated, or the date this GMWB endorsement is continued by a spousal Beneficiary.

For Life Guarantee.

While the Contract is still in force with a Contract Value greater than zero and before the Income Date, the For Life Guarantee becomes effective on the later of:

1. the Contract Anniversary on or immediately following the Owner's (if Joint Owners, the oldest Owner's) attained age [59 1/2]; or
2. the effective date of this endorsement.

If the For Life Guarantee becomes effective after the GAWA% is determined, the GAWA is reset to equal the GAWA% multiplied by the current GWB.

The For Life Guarantee is terminated when this GMWB endorsement is terminated or if this GMWB endorsement is continued by a spousal Beneficiary.

Contract Value Reduces to Zero.

If the Contract Value is reduced to zero, all other rights under the Contract cease, no subsequent Premium payments will be accepted, all other endorsements are terminated without value, and Spousal Continuation is not available upon the death of the Owner or the death of any Joint Owner. The Bonus Period is terminated and no further bonuses are applied.

If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the Owner's (or oldest Joint Owner's) attained age at the time the Contract Value falls to zero and the GAWA will be equal to the GAWA% multiplied by the GWB.

If the For Life Guarantee is effective, the Owner will receive annual payments of the GAWA until the death of the Owner or the death of any Joint Owner.

If the For Life Guarantee is not effective, the Owner will receive annual payments of the GAWA until the earlier of the depletion of the GWB or the death of the Owner or the death of any Joint Owner. The last payment will not exceed the remaining GWB at the time of payment.

Subject to the Company's approval, the Owner may elect to receive payments more frequently than annually. However, the sum of the payments made during the year may not exceed the annual payment amount described above.

With each payment, the GWB is reduced by the amount of the payment until the GWB is depleted.

Upon the death of the Owner or the death of any Joint Owner, all payments will cease. No death benefit or Earnings Protection Benefit will apply.

Guaranteed Withdrawal Balance Step-Up.

On each Contract Anniversary following the effective date of this endorsement, the GWB will automatically step up to the highest quarterly Contract Value if the highest quarterly Contract Value is greater than the GWB.

Upon step-up on or after the [5th] Contract Anniversary following the effective date of this endorsement, the Company reserves the right to prospectively increase the GMWB withdrawal benefit charge percentage, subject to the maximum GMWB withdrawal benefit charge percentage indicated in this endorsement. You will be notified in advance of a GMWB withdrawal benefit charge percentage increase and may elect to discontinue the automatic step-ups. You may subsequently elect to reinstate the GWB step-up provision at the then current GMWB withdrawal benefit charge percentage. All requests will be effective on the Contract Anniversary following receipt of the request in Good Order.

The highest quarterly Contract Value is equal to the highest of the quarterly adjusted Contract Values from the four most recent Contract Quarterly Anniversaries, including the Contract Anniversary upon which the step-up is determined.

The quarterly adjusted Contract Value is equal to the Contract Value on the Contract Quarterly Anniversary, plus any Premium paid subsequent to that Contract Quarterly Anniversary, net of any applicable premium taxes, adjusted for any partial withdrawals taken subsequent to that Contract Quarterly Anniversary.

Partial withdrawals will affect the quarterly adjusted Contract Value as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the quarterly adjusted Contract Value is equal to the greater of:
 - a. the quarterly adjusted Contract Value prior to the partial withdrawal less the partial withdrawal; or
 - b. zero.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the quarterly adjusted Contract Value is equal to the greater of:
 - a. the quarterly adjusted Contract Value prior to the partial withdrawal, first reduced dollar for dollar for any portion of the partial withdrawal not defined as an excess withdrawal, then reduced in the same proportion that the Contract Value is reduced for the excess withdrawal; or
 - b. zero.

At the time of step-up:

1. The GWB is set equal to the highest quarterly Contract Value, subject to a maximum of [\$5,000,000.00].
2. The bonus base will automatically step up to the new GWB if the new GWB is greater than the bonus base.
3. The BDB equals the greater of:
 - a. The highest quarterly Contract Value; or
 - b. The BDB prior to the step-up.

If the step-up occurs after the GAWA% is determined:

1. If the highest quarterly Contract Value is greater than the BDB prior to the step-up and the For Life Guarantee is still in effect, the GAWA% is re-determined based on the attained age of the Owner (if there are Joint Owners, it will be based on the attained age of the oldest Joint Owner.)
2. The GAWA is the greater of:
 - a. the GAWA% (as re-determined, if applicable) multiplied by the new GWB; or
 - b. the GAWA prior to the step-up."

- 4) The following language is added to the **DEATH BENEFIT PROVISIONS** of the Contract:

"Upon the death of the Owner or the death of any Joint Owner, while the Contract is still in force, the death benefit payable is guaranteed not to be less than the GMWB death benefit.

Upon continuation of the Contract by a spousal Beneficiary, the spouse may elect to terminate the GMWB on the Continuation Date and thereafter no GMWB Charge will be assessed. The GMWB death benefit will be included in the calculation of the Continuation Adjustment. If the spouse does not make such election on the Continuation Date, the GMWB will remain in force and may not be subsequently terminated independently from the Contract to which it is attached.

If the GMWB is continued, the GMWB death benefit will not be included in any applicable Continuation Adjustment. The For Life Guarantee and the Guaranteed Withdrawal Balance Adjustment provisions will no longer be effective and the GAWA% will not change on future step-ups. If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the original Owner's (or oldest Joint Owner's) attained age on the continuation date and the GAWA will be equal to the GAWA% multiplied by the GWB. No other adjustments will be made to the GWB, GAWA, or GMWB death benefit at the time of such continuation. Step-ups will continue as permitted in accordance with the rules described under the Guaranteed Withdrawal Balance Step-Up provision. Bonuses will continue to apply in accordance with the rules described in the Guaranteed Withdrawal Balance Bonus provision. Contract Years and Contract Anniversaries will continue to be based on the anniversary of the original Contract's Issue Date and the effective date of this endorsement will continue to be the original endorsement effective date. The Bonus Period will continue to be based on the original effective date of this endorsement or the most recent bonus base step-up, if applicable. The latest date upon which the Bonus Period can re-start will continue to be based on the original Owner's (if Joint Owners, the oldest Owner's) attained age.

GMWB Death Benefit

On the effective date of this endorsement, the GMWB death benefit is equal to the GWB.

With each subsequent Premium received after this endorsement is effective, the GMWB death benefit is recalculated to equal the GMWB death benefit prior to the Premium payment plus the amount of the Premium payment, net of any applicable premium taxes, subject to a maximum of [\$5,000,000.00].

Partial withdrawals will affect the GMWB death benefit as follows:

1. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year is less than or equal to the greater of the GAWA or the RMD, the GMWB death benefit will be unchanged.
2. If the partial withdrawal plus all prior partial withdrawals made in the current Contract Year exceeds the greater of the GAWA or the RMD, the excess withdrawal is defined to be the lesser of the total amount of the current partial withdrawal or the amount by which the cumulative partial withdrawals for the current Contract Year exceeds the greater of the GAWA or the RMD, and the GMWB death benefit is reduced in the same proportion as the Contract Value is reduced for the excess withdrawal.

The GMWB death benefit will terminate on the date the Contract Value equals zero."

5) The following language is added to the **INCOME PROVISIONS** of the Contract:

"On the Latest Income Date ~~if the For Life Guarantee is in effect~~, in addition to the Income Options available under the Contract, one of the following Income Options s may be elected:

LIFE INCOME OF THE GAWA.~~Life Income of the GAWA.~~ This option is only available if the For Life Guarantee is in effect on the Latest Income Date. The Owner is entitled to receive payments of a fixed dollar amount payable during the lifetime of the Owner. The total annual amount payable under this option will equal the GAWA in effect at the time of election of this option. If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the Owner's (or the oldest Joint Owner's) attained age at the time of election of this income option and the GAWA will be equal to the GAWA% multiplied by the GWB. This amount will be paid in the frequency (not less than annually) that the Owner elects. No further annuity payments are payable after the death of the Owner, ~~and there is no provision for a death benefit payable to the Beneficiary.~~ Therefore, it is possible for ~~only one annuity payment to be made under this Income Option~~ the Owner to receive only one payment under this income option if the Owner has an early death. ~~If the GAWA% has not yet been determined, it will be set at the GAWA% corresponding to the Owner's (or the oldest Joint Owner's) attained age at the time of election of this Income Option and the GAWA will be equal to the GAWA% multiplied by the GWB.~~ The death benefit payable to the Beneficiary upon the receipt of due proof of death of the Owner or either Joint Owner is equal to the GMWB death benefit (if it has not been terminated) as of the Latest Income Date. If the GMWB death benefit has been terminated prior to the Latest Income Date, there is no death benefit payable upon the death of the Owner.

~~On the Latest Income Date if the For Life Guarantee is not in effect, in addition to the Income Options available under the Contract, the following Income Option may be elected:~~

SPECIFIED PERIOD INCOME OF THE GAWA.~~Specified Period Income of the GAWA.~~ This option is only available if the For Life Guarantee is not in effect on the Latest Income Date. The Owner is entitled to receive payments of a fixed dollar amount for a stated number of years. The actual number of years that payments will be made is determined on the calculation date by dividing the GWB by the GAWA. Upon each payment, the GWB will be reduced by the payment amount. The total annual amount payable under this option will equal the GAWA in effect at the time of election of this option, but will not exceed the remaining GWB. This amount will be paid over the determined number of years in the frequency (not less than annually) that the Owner elects. If, at the death of the Owner, payments have been made for less than the stated number of years, the remaining payments will be made to the Beneficiary. The additional death benefit is equal to the GMWB death benefit (if it has not been terminated) as of the Latest Income Date. If the GMWB death benefit has been terminated prior to the Latest Income Date, there is no additional death benefit payable. The additional death benefit is payable to the Beneficiary(ies) upon the receipt of due proof of death of the Owner (or either Joint Owner). If the Owner (or both Joint Owners) is not deceased as of the date that the final payment of the remaining GWB is due, the additional death benefit will be payable in a lump sum to the Owner along with the remaining GWB. This option may not be available on certain Qualified Plans."

LIFE INCOME WITH ADDITIONAL DEATH BENEFIT. This option is only available if the Owner is the Annuitant or is non-natural and the GMWB death benefit has not been terminated. An annuity payable monthly during the lifetime of the Annuitant. Under this income option, no further annuity payments are payable after the death of the Annuitant, and there is no provision for a death benefit payable to the Owner. Therefore, it is possible under this option to receive only one monthly annuity payment under this income option if the Annuitant has an early death. An additional death benefit payable to the Beneficiary upon the death of the Annuitant is equal to the excess, if any, of a. over b. where:

- a. is the GMWB death benefit determined as of the Latest Income Date and
- b. is the Contract Value determined as of the Latest Income Date.

JOINT AND SURVIVOR WITH ADDITIONAL DEATH BENEFIT. This option is only available if the Owner is the Annuitant or is non-natural and the GMWB death benefit has not been terminated. An annuity payable monthly while both the Annuitant and a designated second person are living. Upon the death of either person, the monthly annuity payments will continue during the lifetime of the survivor at either the full amount previously payable or as a percentage (either one-half or two-thirds) of the full amount, as chosen at the time of election of the income option. If a reduced annuity payment to the survivor is desired, variable annuity payments will be determined using either one-half or two-thirds of the number of each type of Annuity Unit credited. Fixed annuity payments will be equal to either one-half or two-thirds of the fixed annuity payment payable during the joint life of the Annuitant and the designated second person.

Annuity payments terminate automatically and immediately upon the death of the surviving person without regard to the number or total amount of payments received. There is no minimum number of fixed annuity payments, and it is possible to have only one monthly annuity payment if both the Annuitant and the designated second person die before the due date of the second payment. An additional death benefit payable to the Beneficiary upon the death of the survivor is equal to the excess, if any, of a. over b. where:

- a. is the GMWB death benefit determined as of the Latest Income Date and
- b. is the Contract Value determined as of the Latest Income Date.

LIFE ANNUITY WITH [120] OR [240] MONTHLY PERIODS GUARANTEED WITH ADDITIONAL DEATH BENEFIT. This option is only available if the Owner is the Annuitant or is non-natural and the GMWB death benefit has not been terminated. An annuity payable monthly during the lifetime of the Annuitant with the guarantee that if, at the death of the Annuitant, payments have been made for fewer than the guaranteed [120] or [240] monthly periods, as elected, the balance of the guaranteed number of payments will continue to be made to the Beneficiary as scheduled. The Beneficiary(ies) may elect to continue receiving the fixed and variable payments according to the terms of this Contract or may alternatively elect to receive the present value of any remaining guaranteed payments in a single lump-sum, the amount of which is calculated by the Company. The present value of any remaining guaranteed payments will be based on the total annuity payment as of the date of the calculation. An additional death benefit payable to the Beneficiary upon the death of the Annuitant is equal to the excess, if any, of a. over b. where:

- a. is the GMWB death benefit determined as of the Latest Income Date and
- b. is the Contract Value determined as of the Latest Income Date."

TERMINATION OF THE GMWB. The GMWB will terminate, a pro rata GMWB Charge will be deducted from Your Contract Value for the period since the last quarterly GMWB Charge, and all benefits under this endorsement will cease on the earlier of:

1. the date (including the Latest Income Date) that the Owner elects to receive income payments under the Contract;
2. the date of a full surrender;
3. the date upon which the Contract terminates because the Owner or any Joint Owner dies, unless continued by the spouse;
4. the Continuation Date if the spousal Beneficiary elects to terminate the GMWB; and
5. the date upon which all obligations for payment under this endorsement have been satisfied after the Contract has been terminated.

Endorsement effective date (if different from Issue Date of the Contract): _____

**Signed for the
Jackson National Life Insurance Company**


President and Chief Executive Officer